

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MOHAVE COUNTY AND
LAKE HAVASU CITY, ARIZONA**

HOUSING REHABILITATION SERVICES

This Intergovernmental Agreement (Agreement) is made and entered into on **July 1, 2026**, by and between Mohave County, a political subdivision of the State of Arizona (County) and Lake Havasu City, an Arizona municipal corporation (City), individually referenced as the "party" or collectively the "parties." The parties agree as follows:

RECITALS: County administers the Housing Rehabilitation Programs for the County's Supervisorial districts. City administers the Owner-Occupied Housing Rehabilitation Program for City. The parties each have the authority to enter into intergovernmental agreements pursuant to A.R.S. §§ 11-951, et seq.

WHEREAS, County, through the Community Services Department, administers the Housing Rehabilitation Programs for the County's Supervisorial districts; and

WHEREAS, City, through the City Manager's Department, administers the Owner-Occupied Housing Rehabilitation Program within the City's corporate limits; and

WHEREAS, City and County, each has the authority to enter into intergovernmental agreements pursuant to A.R.S. §§ 11-251 and 11-951, et seq.; and

WHEREAS, upon approval of this Agreement by the City Council, the County Board of Supervisors, acting through its duly elected governing body, shall consider and, if approved, authorize the County's entry into this Agreement and the execution thereof by the Chairperson of the Board of Supervisors; and

WHEREAS, acting through its duly elected governing body, by Resolution hereto as Exhibit "A", the City Council has approved the City to enter into this Agreement, and authorized the City's City Manager as its representative to execute the same on behalf of the City, and

WHEREAS, City AND County desire to participate jointly in the programmatic and weatherization activities in order to comply with the Arizona Department of Housing Application Requirements for Owner-Occupied Housing Rehabilitation projects within the City through their respective Departments; and

WHEREAS, City proposes to contract Rehabilitation and Weatherization Services from Mohave County Community Services Department as outlined in Exhibit "B" - Fee Schedule and Scope of Work; and

WHEREAS, the Project Funding and Scope of Work has been reviewed by City and County and City will allocate funds from its Housing Rehabilitation Program pursuant to the terms of this Agreement.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, promises and obligations set forth herein below and agree as follows:

I. RESPONSIBILITIES

- A. County agrees to prepare scopes of work and provide inspection services to the City to comply with the Arizona Department of Housing's requirements for owner-occupied housing rehabilitation projects as outlined in the attached Exhibit "B" - Fee Schedule and Scope of Work (Services). County will provide its own vehicles and equipment necessary to carry out the Services, including weatherization testing and diagnostics. County will provide monthly invoices to City for Services rendered with sufficient details and support for the fees charged.

- B. City agrees to provide a schedule of housing rehabilitation projects to the County and coordinate in advance the scheduling of Services with the County's Grant Coordination Specialist. City agrees to reimburse County for its Services in accordance with the fees contained in Exhibit B.
- C. The parties mutually agree:
 - 1. Nothing to the contrary withstanding, the funds to be used in pursuant to this Agreement will comply with the Arizona Department of Housing Rehabilitation Program guidelines, contracts, and program requirements.
 - 2. City and County will assign designated staff for this Agreement and shall confer at such times as may be mutually agreed to evaluate each housing rehabilitation project to ensure successful completion.
 - 3. To comply with all federal, state, and local laws, rules and regulations and executive orders concerning nondiscrimination in employment, education, and services on the basis of sex, race, disability, religion, national origin or veteran's status.
 - 4. To not Incur legal liability for the actions of one another, other than under the terms and conditions of this Agreement. Each party will be solely and entirely responsible for Its own acts and acts of its own Board or Council members, officials, agents, volunteers, and employees during the performance of this Agreement.

II. TERM AND TERMINATION

- A. This Agreement shall become effective upon approval by the County Board of Supervisors and the City Council and the execution of this Agreement by the parties' authorized representatives.
- B. Performance under this Agreement shall commence following the effective date and shall continue for a period of five (5) years based on available funding, unless earlier terminated as provided herein.
- C. Either Party may terminate this Agreement, with or without cause, by one party serving upon the other, a thirty (30) calendar day written Notice of Termination.
- D. Nothing to the contrary withstanding, the termination or cancellation of this Agreement does not terminate the responsibility for the County's full accounting of funding and the continuing obligations of any legal compliance nor does It terminate the responsibility of the City for reimbursement of costs incurred by the County to date.

III. RECORD RETENTION

- A. Both parties agree to prepare, retain, and permit each other to inspect all records as deemed necessary for the purpose of carrying out this Agreement. Further, both parties agree to carry out monitoring and evaluation activities as are reasonably necessary and permitted by law and that each will effectively ensure the cooperation of its employees, officials, volunteers, agents, and governing body in such efforts.
- B. The retention of records related to this Agreement shall be in accordance with the County, City, State and Federal requirements, particularly, the Community Development Block Grant (CDBG), CDBG-State Special Projects program, HOME Investment Partnerships Program (HOME), and State Housing Fund programs. Records for these projects shall be retained no less than five (5) years from the date of the closeout of the individual recipient contracts.

IV. CONTRACTOR'S STATUS

It Is understood and agreed by both parties that both City and County shall be considered independent contractors under this Agreement, and neither party shall be deemed to be an employee of the other party to this Agreement. Moreover, this Agreement shall not be construed as creating any joint employment relationships between City and County. It Is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any agency, 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.

V. CONFLICT OF INTEREST

City and County stipulate that their officers and employees do not have a conflict of interest and further agree that their officers and employees will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement. This Agreement is subject to cancellation pursuant to A.R.S. § 38- 511.

VI. LAWS

- A. The parties shall each be fully responsible for compliance with all laws, statutes, ordinances, codes, and regulations, applicable to the performance of this Agreement.
- B. This Agreement shall be construed in accordance the laws of the State of Arizona.
- C. Venue for this Agreement shall be within the area of the United States District Court for the District of Arizona and the Superior Court of the County of Mohave.

VII. 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 personal delivery or by certified mail upon the other party at the addresses listed below.

COUNTY:

Mail or Deliver To:
Michael Smith, Director
Mohave County Community Services Dept.
P.O. Box 7000
Kingman, Arizona 86402-7000

Copy To:
Mohave County Attorney's Office
Civil Division
P. O. Box 7000
Kingman. Arizona 86402-7000

CITY:

Mail or Deliver To:
City Manager
Lake Havasu City
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403

Copy To:
City Attorney
Lake Havasu City
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403

VIII. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officials, officers, employees, volunteers, and agents (as "indemnitee") from and against any and all claims, losses, liability, damages, costs, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation, and litigation) ("Claims") arising out of bodily injury of any person (including death) or property damage or loss, 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.

IX. OTHER CONDITIONS OR PROVISIONS

A. Incorporation of Exhibits. All terms and conditions of the Exhibits not inconsistent herewith shall be and are incorporated herein by reference into this Agreement. The Exhibits to this Agreement are as follows:

| | |
|-------------|--------------------------------|
| Exhibit "A" | City's Resolution |
| Exhibit "B" | Fee Schedule and Scope of Work |

B. Severability. The terms of this Agreement are severable. Any waiver by the parties of any provision herein shall not impair the right of any party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Laws. Such provision shall be ineffective solely to the extent of such prohibition of invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

C. Voluntary Execution. The parties acknowledge having read the Agreement in its entirety and voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth herein.

X. ENTIRE AGREEMENT

This writing represents the entire Agreement of the parties hereto and merges and supersedes any and all prior understandings, whether oral or written, touching on the subject matter hereto and any amendment or modification hereof shall be effective only if in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

LAKE HAVASU CITY

Jess Knudson
City Manager

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

Kelly Garry
City Attorney

MOHAVE COUNTY

Travis Lingenfelter
Chairman of the Board of Supervisors

APPROVED AS TO FORM:
Mohave County Attorney's Office

Deputy County Attorney

ATTEST:

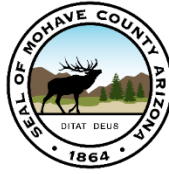
Laura Skubal
Clerk of the Board

EXHIBIT "A"

CITY RESOLUTION NO. 26-_____

[City to Attach]

EXHIBIT "B"



MOHAVE COUNTY
HOUSING REHABILITATION INSPECTION COSTS

Initial Inspection: \$400.00

Property Inspection Checklist/Appendix A/initial photos/preliminary Scope of Work (SOW)

Initial Scope of Work: \$450.00

Pictures/Develop Scope of Work/Cost Estimate

Contractor Walk Thru: \$350.00

Prepare paperwork for walk-thru, Facilitate walk-thru/Revise SOW on site.

Rewrite SOW: \$250.00

Revise SOW from walk thru/Cost estimates

Interim On-Site Inspections: \$175.00

Inspect per line item/Sign-off inspected line items/photos

Change Orders: \$350.00

Special Inspection/Revise SOW/Photos

Final Inspection: \$450.00

Final Inspection/Review maintenance/warranties with homeowner/Pictures/ Sign-off

Energy Audits: Diagnostic Pre-Test: \$150.00

To include:

- Blower door diagnostics to determine shell leakage (i.e., windows, doors, weather stripping, floor and wall penetrations, etc.), AC/heating leakage, room pressures for air circulation, and indoor air quality according to ADOH Weatherization Standards and Building Performance Institute (B.P.I.) Certification requirements.
- Carbon Monoxide testing for indoor air quality, improper venting, CO leakage, gas appliance leak detection or improper burning;
- Insulation: Underbelly or attic, if applicable.
- Rehab Inspector will supply City with a copy of the Energy Audit Pre-Test results and pre-inspection pictures.

Energy Audits: Post-Test: \$150.00

Blower-Door Diagnostics, with final sign-off. To include:

- Blower door diagnostics to determine shell leakage (i.e., windows, doors, weather stripping, floor and wall penetrations, etc.), AC/heating leakage, room pressures for air circulation, and indoor air quality according to ADOH Weatherization Standards Building Performance Institute (B.P.I.) Certification requirements.

- Carbon Monoxide testing for indoor air quality, improper venting, CO leakage, gas appliance leak detection or improper burning;
- Insulation: Underbelly or attic, if applicable.
- Rehab Inspector will supply City with a copy of the Energy Audit Pre-Test results and post inspection pictures.

Scope of Work Weatherization ONLY: \$100.00

Develop SOW for weatherization components only with copy of pre-test.

Secondary Energy Audit: \$250.00

If initial/final Energy Audit did not pass and need to re-test and re-inspect.

Virtual Construction Conference: \$100.00

Telephonic construction conference/participate in question/answer session with City Staff, contractor(s), and client(s) to review SOW.

In Person Construction Conference: \$250.00

Physically attend construction conference/participate in question/answer session with City Staff, contractor(s), and client(s) to review SOW

**Costs are inclusive of time, travel, vehicle maintenance.*