

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LAKE HAVASU CITY, ARIZONA,
AND KINGMAN, 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 Kingman, an Arizona municipal corporation (“**Kingman**”), collectively referenced as the “Parties.” The Parties agree as follows:

1. Purpose:

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

2. Responsibilities

2.1 Havasu agrees as follows:

- A. To provide Services to the Kingman Municipal Court for Kingman 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 Kingman email and the Mohave County Jail for processing.

2.2 Kingman agrees as follows:

- A. To remit \$4,961.55 to Havasu for the Services no later than July 31, 2025. This amount 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 "Indemnitee") from and against 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 Indemnitee 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 Kingman 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.

Kingman

City Magistrate
219 North 4th Street
Kingman, Arizona 86401

Copy To:
City Attorney
429 East Beale Street
Kingman, Arizona 86401

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

Date: _____

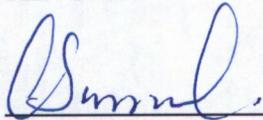
ATTEST:

APPROVED AS TO FORM:

Kelly Williams, City Clerk

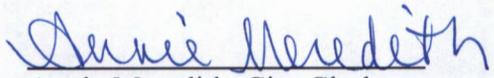
Kelly Garry, City Attorney

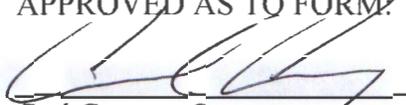
KINGMAN

for 
Ken Watkins, Mayor

Date: 4-15-25

ATTEST:


Annie Meredith, City Clerk

APPROVED AS TO FORM:

Carl Cooper, City Attorney



CITY OF KINGMAN ARIZONA

RESOLUTION NO. 5552

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KINGMAN AND LAKE HAVASU CITY, ARIZONA REGARDING MUNICIPAL COURT COVERAGE SERVICES.

WHEREAS, the Mayor and Common Council has the authority under A.R.S. §11-952 to enter into and modify intergovernmental agreements:

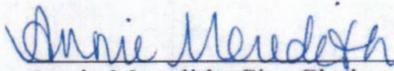
WHEREAS, the Mayor and Common Council agree to adopt an IGA with the Party listed above, and

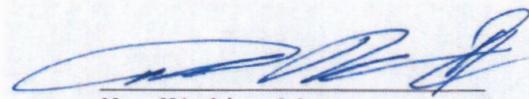
NOW THEREFORE BE IT RESOLVED, that the Mayor and Common Council authorizes the Mayor or City Manager to sign the IGA.

PASSED AND ADOPTED this 15th day of April, 2025 by the Mayor and Common Council of the City of Kingman, Arizona

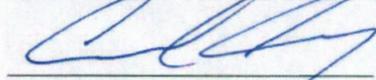
ATTEST:

APPROVED:


Annie Meredith, City Clerk


Ken Watkins, Mayor

APPROVED AS TO FORM:


Carl Cooper, City Attorney

