



## **Intergovernmental Agreement**

By and Between the Arizona Department of Water Resources and Lake Havasu City

### **1. Purpose**

The purpose of the Intergovernmental Agreement (“IGA” or “Agreement”) is to facilitate maintenance of Continuously Operating Reference Station sites between the Arizona Department of Water Resources and Lake Havasu City.

### **2. Parties and Definitions**

- a. The parties to this Agreement are the Arizona Department of Water Resources (“ADWR”) and the Lake Havasu City (“LHC”).
- b. “AZCORS” shall mean Continuously Operating Reference Stations located on Lake Havasu City property within the State of Arizona.
- c. “GNSS” shall mean global navigation satellite system.

### **3. Scope**

- a. This IGA shall cover all issues relating to LHC’s agreement to support the AZCORS network and to provide ADWR with a building site and storage access for an AZCORS site located on LHC property.
- b. This Agreement is fully integrated and governed by the four corners of this IGA.

### **4. Effective Date**

This IGA will become effective upon the completed execution hereof.

### **5. Duration**

- a. This IGA shall have a duration of five (5) years with no option to extend the term by amendment. A new IGA must be entered into prior to the expiration of the current term.
- b. The option to enter into a new IGA must be exercised no later than thirty (30) days before the expiration of the original term.

## **6. Duties**

### **6.1 LHC**

- a. LHC shall make available land located at Lake Havasu City Airport to house an AZCORS site.
- b. LHC shall not remove or replace any AZCORS equipment without prior, written consent from ADWR.

### **6.2 ADWR**

- a. ADWR shall maintain the GNSS receiver, antenna and cellular router, at no cost to LHC.
- b. ADWR shall coordinate with LHC for access to AZCORS sites, if required by LHC, at least one (1) business day prior to arrival to the site. ADWR will make best efforts to not disrupt the normal operations of LHC.
- c. ADWR shall notify LHC of any issues limiting access to the AZCORS site.
- d. ADWR shall provide AZCORS data through the AZCORS Network.
- e. ADWR shall provide technical assistance and support with AZCORS data related issues.

## **7. Non-Discrimination**

ADWR and LHC shall comply with Arizona State Executive Orders Nos. 2023-09, 2023-01, 2009-09 and 75-5, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

## **8. Indemnification**

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party and its officers, officials, employees and agents (as Indemnatee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (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 officers, officials, agents, employees, or volunteers. ADWR, through the State of Arizona, is self-insured per Arizona Revised Statutes ("A.R.S.") § 41-621.

## **9. Waiver**

Waiver of any of the terms of this IGA shall not be valid unless it is in writing and signed by all parties. Failure of either party to enforce the provisions of this IGA or require performance by opponent of any of the provisions shall not be construed as a waiver of such provision or affect the right of each party to thereafter enforce the provisions of this IGA. Waiver of any breach of this IGA shall not be a waiver of any other subsequent breach of the IGA.

## **10. Termination**

- a. Either party may terminate the IGA with or without cause.
- b. If a party wishes to terminate the IGA before the expiration of the IGA, a thirty (30) day written notice shall be given to the other party.

## **11. Severability**

If any provision of this IGA is determined to be invalid, illegal or unenforceable, the remaining provisions of the IGA remain in full force and effect.

## **12. Limitations**

Nothing in this IGA shall be construed as limiting or expanding the statutory responsibilities of the parties.

## **13. Construction**

This IGA is the result of negotiations between ADWR and LHC and has been reviewed by each of the parties hereto and their respective counsel. Accordingly, this IGA shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

## **14. Conflict of Interest**

This Agreement is subject to cancellation by the State under A.R.S. § 38-511, the terms of which are incorporated herein.

## **15. Choice of Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

**16. Other Agreements**

This IGA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

**SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, the parties executed this Agreement as follows.

Arizona Department of Water Resources

Lake Havasu City

By: \_\_\_\_\_  
Thomas Buschatzke  
Director  
Arizona Department of Water Resources

By: \_\_\_\_\_  
Jess Knudson  
City Manager  
Lake Havasu City

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to Lake Havasu City.

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

Date: \_\_\_\_\_

DETERMINATION OF COUNSEL: This Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted under the laws of the State of Arizona to the Arizona Department of Water Resources.

\_\_\_\_\_  
Anthony Proano, Deputy Counsel

Date: \_\_\_\_\_