

INTERGOVERNMENTAL AGREEMENT
Between
LAKE HAVASU CITY and
ARIZONA BOARD OF REGENTS on behalf of the University of Arizona, and
its Arizona Project WET Program

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between Lake Havasu City, Arizona, located at 2330 McCulloch Boulevard North, Lake Havasu City, AZ 86403 ("City") and the Arizona Board of Regents, on behalf of the University of Arizona ("University"), which is authorized to enter into agreements for the conduct of projects under A.R.S. § 15-1625 and to collect fees for services under A.R.S. § 35-148, is entered into pursuant to A.R.S. §§ 11-951, et seq. The parties agree as follows:

1. Definitions

A. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

1. "Project" or "Program" means the work, or any portion thereof described in Section 3. A and B of this Agreement.
2. "Agreement" means this Intergovernmental Agreement between the City and the University.
3. "Subcontractor" means any contract between the University and a third party to provide all or a specified part of the services or items which the University has contracted with the City to provide.
4. "University" means the Arizona Board of Regents, on behalf of the University of Arizona, which is the person, firm, or organization performing the services or delivering the items described in this Agreement.
5. "City" means Lake Havasu City Arizona.

2. Purpose

The purpose of this Agreement is to instill a deeper understanding of water in the earth system and Arizona's water resources in City students through community Water Festival events and teacher driven pre- and post-festival water units.

3. Work Program and Deliverables

A. During this Agreement, University will:

1. Work with City and school district to schedule locations and participants for the Water Festival.
2. Maintain equipment and supplies for use at the Water Festival.
3. Train volunteers to facilitate Water Festival lessons prior to the Water Festival.
4. Deliver all festival equipment and lead the set-up of the Water Festival.
5. Conduct the Lake Havasu Water Festival for 4th grade teachers and their students.
6. Evaluate student knowledge gains using established pre and post-surveys.
7. Evaluate the Lake Havasu Water Festival program using teacher and volunteer surveys.

8. Alert City to any volunteers on site at the Water Festival that have not been cleared and verified through the City's volunteer process.
- B. During this Agreement, City will:
 1. Provide information to coordinate with Arizona Project WET tasks.
 2. Assist in scheduling the Water Festival location.
 3. Recruit volunteers to be trained and serve as facilitators at the Water Festival.
 4. Communicate with the University via email or phone as needed.
 5. Create and conduct a volunteer check in process, providing or checking approved name tags.
 6. Provide volunteer approval process through the City's regular volunteer process. All volunteers for the Lake Havasu Water Festival must be cleared through the City's volunteer process.
4. Participant Evaluation

The University will secure evaluations from participants participating in the Program.
5. Reports
 - A. Within thirty (30) business days following a Water Festival, University will provide a report of Agreement activities covering each of the Program deliverables to include:
 1. Annual work volumes by Program deliverable (e.g., number of participating teachers, classes; students, and volunteers).
 2. By the end of August following a Water Festival, University will provide a detailed, full color impact report.
6. Recognition

University agrees to give recognition to City for its support of this Program when publishing Program-related articles, on the Arizona Project WET website, and other written materials.
7. Project Funding
 - A. *Amount.* City agrees to pay University annually as agreed upon by the parties in a written Task Order executed by a duly authorized signatory of each party prior to the Water Festival event the actual billed costs for the services outlined in this Agreement. Annual funding commitments and budget amounts will be provided prior to any planning and project activities. An example task order is provided as Exhibit A to this Agreement.
 - B. *Availability of Funds.* Performance under this Agreement is conditioned upon the availability of funds authorized for expenditure in this manner by City, and legislative appropriations by University for the purposes herein. Notwithstanding any other provision of this Agreement, if either Party is unable to obtain sufficient funds for the performance of this Agreement, the Agreement shall be terminated upon written notice to the other Party that funds are not available.
 - C. *Payment.* Within thirty (30) business days following a Water Festival, University shall submit an invoice to the City. If no funds are due to the University in any reporting period, an invoice is not necessary for that period.

1. Each educational invoice shall detail all labor, travel, and material costs, and shall have copies of University standard financial reports or other evidence of purchase attached and shall be separate from any other agreements with any subcontractor.
2. The costs included in the invoice shall conform to the annual budget approved by City.
3. City will send payments to the University within thirty (30) calendar days of receipt of the invoicing to the following address:

UArizona - Sponsored Projects Services
PO Box 41867
Tucson, AZ 85717

Checks Made Payable to: The University of Arizona

8. Project Management

Any correspondence, invoices, and reports shall be sent to individuals designated below:

The designated City Project liaison is: the Deputy Director of Public Works.

Invoices to be sent to:

Accounts Payable
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

The designated University Project liaisons are:

Program Administrator:
Lisa Townsend
Department of Environmental Sciences
College of Agriculture and Life Sciences
Water Resources Research Center
350 North Campbell Ave.
Telephone: 520-621-0063
Email: lisatownsend@arizona.edu

Fiscal Officer:
Marcel Villalobos, Assistant Director Post Award Services
Sponsored Projects Services
University of Arizona
PO Box 210158B, Rm 538
Tucson, AZ 85721-0158
Telephone: 520-626-6000
Email: sponsor@arizona.edu

Principal Investigator:
Dr. Mónica Ramírez-Andreotta
Department of Environmental Sciences
College of Agriculture and Life Sciences
1177 E 4th Street
P.O. Box 210038
Tucson, AZ 85721-0038
Telephone: 520-621-0091
Email: mdramire@arizona.edu

9. Personnel

- A. The University represents that it has, or shall through this Agreement, all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with City.
- B. All of the services hereunder shall be performed by the University or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the state and local law to perform the services contemplated under this Agreement.

10. Effective Date

This Agreement shall become effective on the date it is signed by both parties.

11. Term

This Agreement shall be for a term of five (5) years from the effective date.

12. Termination

City and University may terminate this Agreement at any time by giving written notice to the other party, and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. If the Agreement is terminated by City, University shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by City or its duly authorized representative, if City so desires.

13. Non Assignment

Neither party to this Agreement shall assign its rights under this Agreement without written permission from the other party.

14. Construction of Agreement

- A. *Entire Agreement.* This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by reference.
- B. *Amendment* This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- C. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the parties.
- D. *Headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any of this Agreement.

- E. *Severability*. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- F. *Conflict of Interest*. This Agreement is subject to the provisions of A.R.S. § 38-511.

15. Legal Jurisdiction

This Agreement will be interpreted pursuant to the laws of the State of Arizona. Any arbitration or litigation between the parties will be conducted in Pima Arizona, and City hereby submits to venue and jurisdiction in Pima County, Arizona. This Agreement may be subject to mandatory nonbinding arbitration in accordance with applicable law.

16. 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 the University and any City employees, or between City and any University employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. No Third-Party Beneficiaries

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

18. Interests of Officers or Employees of City and University

No officer or employee who exercises any function or responsibility in review or approval of the undertakings or carrying out of the Program shall participate in any decision relating to this Agreement which their interest or personal interest or the interest of any corporation, partnerships, or associations in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or proceeds thereof.

19. Compliance with Laws

- A. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
- B. *Anti-Discrimination*. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- C. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

D. *Workers' Compensation.* An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws, the primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

E. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

20. Waiver

Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent of the same or any other term, covenant, or condition herein contained.

21. Force Majeure

A party shall not be in default under this Agreement if it does not fulfill any of the obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

22. Remedies

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

23. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

24. Ownership of Information

University shall have full and complete rights to the Arizona Water Festival model. Nothing in this paragraph shall be construed to justify or require violation of the provisions of A.R.S. §§ 39-121, et seq., or other applicable public records law.

25. Subcontractors

- A. University shall not enter into any non-procurement subcontract and/or agreement utilizing City funds without the prior written approval by City.
- B. If approval to subcontract is granted, University shall provide City with a copy of each subcontract and/or agreement within thirty (30) calendar days of its effective date.

26. Mutual Indemnity

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") 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 Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

IN WITNESS WHEREOF, University has executed or has caused this instrument to be executed by its proper officers hereunto dully authorized, and the City has caused this instrument to be executed by its proper officers thereunto duly authorized, all as of this day and year first above written.

ARIZONA BOARD of REGENTS,
on behalf of the University of Arizona,
State of Arizona

LAKE HAVASU CITY

Christopher Barnhill
Contract Manager
Date:

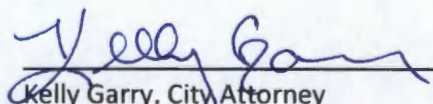
Cal Sheehy
Mayor
Date:

APPROVED AS TO FORM:

ARIZONA BOARD of REGENTS,
on behalf of the University of Arizona,
State of Arizona

LAKE HAVASU CITY

Josh Estavillo
Office of General Counsel
Date:



Kelly Garry, City Attorney
Date: 4/9/25

EXHIBIT A

**Task Order
between
Lake Havasu City
and the
Arizona Board of Regents on behalf of the University of Arizona**

This Task Order is entered into by and between Lake Havasu City ("City") and the Arizona Board of Regents on behalf of the University of Arizona ("University"), pursuant to A.R.S. § 35-148 and the applicable Intergovernmental Agreement ("Agreement") between City and University, dated _____.

Recitals

- A. In accordance with the Agreement, the parties will annually agree upon the project costs in the form of a Task Order.
- B. This task order is for the _____ Water Festival in Lake Havasu City, Arizona.
- C. **Project Funding.** The parties have agreed to a cost reimbursable funding amount for University's work program and deliverables as outlined in the Intergovernmental Agreement in the MAXIMUM amount of \$_____ for the _____ Water Festival.

Agreement

- 1. **Intergovernmental Agreement.** This Task Order incorporates by reference all definitions, terms, and conditions of the Intergovernmental Agreement executed between the parties for Arizona Project Wet. This Task Order may modify the terms and conditions of the Intergovernmental Agreement as set forth herein. In the case of any conflict, the Intergovernmental Agreement shall prevail.
- 2. **Effective Date; Term.** This Task Order is effective on execution by the last party to execute it. The term of this Task Order is as identified in Exhibit A – Scope of Work & Budget. University shall not begin Project Services until Task Order is fully executed, signed by both parties.
- 3. **Project Services.** The University will use reasonable efforts to perform the Project Services as further described in the attached Exhibit A – Scope of Work & Budget.
- 4. **Billing and Payment.** The University shall invoice City within thirty (30) business days following the completion of the annual project services, at the amounts/rates agreed to be reasonable and applicable in Exhibit A – Scope of Work & Budget.

5. **Designated Representatives.** The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

City: _____

University: _____

6. **Termination.** Either party's authorized representative may terminate this Task Order with 30 days advance written notice to the other party's authorized representative.
7. **Notices.** All notices or demands upon any party to this Task Order shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

University:

City:

Sponsored Projects & Contracting Services
P.O. Box 210158, Room 510
Tucson, AZ 85721-0158

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

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement, without requiring an amendment.

Any written notice under this Task Order shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

8. **Public Records.** City acknowledges that University is a public entity subject to Arizona Public Records laws, including Arizona Revised Statutes §§ 39-121, et seq. University shall not be liable for releasing, in response to a public records request, the confidential information of City not marked as confidential at time of disclosure to the University.

LAKE HAVASU CITY

ARIZONA BOARD OF REGENTS ON BEHALF OF THE
UNIVERSITY OF ARIZONA

Name:

Title:

Date

Name:

Title:

Date