

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MOHAVE COUNTY FLOOD CONTROL DISTRICT AND LAKE HAVASU CITY
TO FACILITATE FEMA COOPERATING TECHNICAL PARTNERS (“CTP”) GRANT
FUNDING FOR FEDERAL FISCAL YEAR 2016-17**

This Intergovernmental Agreement (“Agreement”) for cooperative FEMA CTP grant management is entered into, effective this ____ day of _____, 2017, between the Mohave County Flood Control District (“District”), a political subdivision of the State of Arizona, and Lake Havasu City (“City”), an Arizona municipal corporation, both individually referenced as the “Party” and collectively referenced as the “Parties.”

WHEREAS, the District is authorized to enter into cooperative agreements for the performance of governmental functions pursuant to A.R.S. § 48-3603.9; and

WHEREAS, the City is authorized to enter into this Agreement under A.R.S. § 11-952; and

WHEREAS, the District administers the Federal Emergency Management Agency (“FEMA”) Regulations under the National Flood Insurance Program pursuant to A.R.S. § 48-3602; and

WHEREAS, the District participates in the FEMA National Flood Insurance Program (“NFIP”) CTP program; and

WHEREAS, FEMA requested that District administer CTP grant funding for all jurisdictions in the District; and

WHEREAS, the City requests that the District administer the CTP grant; and

WHEREAS, the District applied for and received CTP grant funding for projects both in the District and the City; and

WHEREAS, both the District and City find this cooperative agreement beneficial to the health and welfare of residents of Mohave County and Lake Havasu City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms and conditions hereinafter set forth, the Parties agree as follows:

1. **COMMENCEMENT, DURATION AND TERMINATION.** This Agreement shall become effective upon approval by both, the Mohave County Board of Supervisors and the Mayor and City Council of Lake Havasu City. Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect until the completion of the Project, unless earlier terminated as provided hereinafter. This Agreement shall terminate of its own accord upon the satisfactory completion of all its terms and conditions. Neither Party shall terminate this Agreement without good cause.

This Agreement may be cancelled in accordance with A.R.S. § 38-511.

2. **PURPOSE.** This Agreement benefits the health and welfare of the residents of Mohave County and the City and provides valuable topographic and hydrologic data to both the District and the City for floodplain management and mitigation.

3. **RESPONSIBILITIES.** The Parties' responsibilities are as follows:

3.1 **District.** The District shall:

3.1.1 Manage the grant funding and grant administration for the Lake Havasu City Risk Analysis and Mapping 2016-17 CTP Grant Project.

3.1.2 Provide administrative assistance for the grant cycle to include financial and project reporting to FEMA for the Lake Havasu City Risk Analysis and Mapping Project.

3.1.3 Accept the Lake Havasu City Risk Analysis and Mapping lump sum project costs as follows:

Task	Fee Estimate
Project Management	\$12,500
Perform Field Survey	\$25,000
Develop Topographic Data	\$12,500
Prepare Basemap	\$12,500
Develop Hydrologic and Hydraulic Data	\$125,000
Development of Non-Regulatory Flood Risk Products	\$62,500
Total	\$250,000

3.1.4 Receive, review and pay all invoices associated with Lake Havasu City Risk Analysis and Mapping Project, provided that the project remains within CTP budget limits.

3.1.5 Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for an administrative fee to total 5% of the total Lake Havasu City Risk Analysis and Mapping project cost of \$250,000.00 to equal **\$12,500.00** and the FEMA Project 25% contribution leverage amount of **\$62,500.00** for a total City share of **\$75,000.00** for the Lake Havasu City Risk Analysis and Mapping Project.

3.2 **City.** The City shall:

3.2.1 Within 30 days of receipt of an invoice from the District and prior to authorizing any work, remit to the District, the City's share of funds for the cost of the project to total **\$75,000.00**.

3.2.2 Manage the Lake Havasu City Risk Analysis and Mapping Project to include consultant work, deliverables, project review and invoice review and approval prior to forwarding invoices to District for review and payment.

3.2.3 Provide quarterly progress reports to the District for Federal Financial Reporting on March 31st, 2017, June 30th, 2017 & September 30th, 2017. Reports will summarize work progress each quarter in a one or two page document.

3.3 **Jointly.** The District and City mutually agree:

3.3.1 Not to incur legal or financial 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 boards, councils, elected officials, agents, and employees during the performance of this Agreement. Each Party will be solely and entirely responsible for its own costs necessary to remain in compliance with this Agreement.

3.3.2 Not to assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

3.3.3 To act for the good faith implementation of this Agreement and its covenants.

4. **INDEMNIFICATION.** To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, save and hold harmless the other party (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. Each party is responsible and liable for the acts and omissions of its own employees, and for the maintenance and operation of its property, facilities, and equipment.
5. **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.
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.
7. **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.

8. **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 any 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.
9. **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 parties at the addresses listed on the signature page (or at such other address as may be identified by a Party in writing to the other Party).
10. **EXECUTION OF AGREEMENT.** This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last authorized signature affixed below.

LAKE HAVASU CITY, a municipal corporation of the State of Arizona

Date Signed

By _____
Mark S. Nexsen, Mayor of Lake Havasu City

MOHAVE COUNTY FLOOD CONTROL DISTRICT,
a political subdivision of the State of Arizona

Date Signed

By _____
Jean Bishop, Chairman of the District

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:**

CITY ATTORNEY

Date Signed

By _____
Kelly Garry, City Attorney

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:**

MOHAVE COUNTY ATTORNEY

Date Signed

By _____
Robert Taylor, Chief Deputy Civil Attorney

ATTESTATION OF CITY APPROVAL

I, Kelly Williams, Clerk of Lake Havasu City, Arizona, hereby certify that the City Council of Lake Havasu City, Arizona, on the _____ day of _____, 2017, approved on behalf of Lake Havasu City, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

Kelly Williams, City Clerk

(Seal)

ATTESTATION OF COUNTY APPROVAL

I, Ginny Anderson, Clerk of the Board of Supervisors of Mohave County, a body politic and corporate of the State of Arizona, sitting as the Directors of the Mohave County Flood Control District, a political subdivision of the State of Arizona, hereby certify that said Flood Control District on the day of _____, 2017 approved on behalf of the Flood Control District for the purposes stated, the foregoing Agreement.

Ginny Anderson, Clerk of the Mohave County Board of Supervisors

(Seal)