



CONTENTS PAGE

---

---

THIS AGREEMENT CONSISTS OF:	<u>Page No.</u>
1. COVER PAGE	1
2. CONTENTS PAGE	2
3. GENERAL PROVISIONS	3
4. SPECIAL PROVISIONS	6
5. SCOPE OF SERVICES	
A. Purpose	7
B. Effective Date	7
C. Term	7
D. Notices, Correspondence and Reports	7
E. Contribution	8
F. Service Activity	8
6. Legal Determination	10

---

---

GENERAL PROVISIONS

---

---

1. DEFINITIONS:

- 1.1. "Agreement" or "Intergovernmental Agreement" means this Agreement between the DEPARTMENT and the DISTRICT.
- 1.2. "Arizona Flood Warning System" means the statewide flood warning system comprised of local, state and federal entities that collaborate statewide strategies for management and dissemination of real-time hydro-meteorological data and products for emergency managers, floodplain managers, weather forecasters and the public.
- 1.3. "Contract Officer" means the person designated by the Director to administer this Agreement.
- 1.4. "Director" means the Director of the DEPARTMENT, or a Deputy Director authorized by the Director to act of the Director's behalf.
- 1.5. "Equipment" or "Flood Warning Equipment" means the flood warning equipment listed in Appendix A of the Agreement.
- 1.6. "Laws" means all applicable state, federal, and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation.
- 1.7. "State" means the State of Arizona.
- 1.8. "Technical Administrator" means the person designated by the DEPARTMENT to coordinate the technical aspects of the Agreement between the DISTRICT and the Contract Officer.

2. GENERAL REQUIREMENTS:

- 2.1. This Agreement shall be interpreted in accordance with Arizona law.
- 2.2. In this Agreement, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Services conflicts with either the Special Provisions or the General Provisions, the terms of the Scope of Service shall govern.
- 2.3. The DISTRICT and DEPARTMENT shall each obtain and maintain all licenses, permits and authority necessary for each to perform its obligations pursuant to this Agreement and shall comply with all Laws.

3. RELATIONSHIP OF PARTIES:

Each Party shall act in a capacity independent of the other, and not as an agent, employee, partner, office, joint venture or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose. No monitoring or supervisory responsibility over the DISTRICT'S activities arises on the part of either the DEPARTMENT or the State as a result of, or pursuant to, this Agreement.

4. TERMINATION:

- 4.1. Each party shall have the right to terminate this Agreement in whole or in part, with or without cause, by providing the other party written notice of termination, effective fifteen (15) calendar days subsequent to the mailing by certified mail of such Notice of Termination. If the termination is partial, the parties shall continue to perform those portions of the services described in this Agreement which have not been terminated.
- 4.2. Upon termination, ownership of all Flood Warning Equipment listed in Appendix A and all new equipment purchased by the DISTRICT or DEPARTMENT to replace equipment originally conveyed by the DEPARTMENT to the DISTRICT shall remain the property of the DISTRICT.

---

---

GENERAL PROVISIONS

---

---

4.3. Either party may cancel this Agreement, without penalty or further obligation, pursuant to the terms of A.R.S. § 38-511, which provides for cancellations of any contract made by the State, its political subdivisions or any of the department or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

5. AMENDMENTS:

No amendment of this Agreement shall be effective unless in writing and signed by both Parties.

6. RESOLUTION OF DIFFERENCES:

6.1. The parties agree to resolve any conflicts to the maximum extent possible through cooperation and coordination of the respective parties' program staff. In the event that program staff is unable to resolve the differences, the dispute shall be elevated to the Chief Engineer, Department, and the Manager, Cochise County Flood Control District, for resolution.

6.2. Any lawsuit arising out of this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518.

6.3. The waiver of any breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

7. NOTICES:

Whenever notice is required pursuant to this Agreement, such notice shall be in writing and shall be directed to the persons and addresses specified in the Scope of Service or to such other persons and/or addresses as either Party may designate to the other party in writing. Notice shall be delivered in person or by certified mail, return receipt requested.

8. LEGAL OBLIGATIONS:

This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by all Laws.

9. SEVERABILITY:

The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable Laws, the remaining provisions of the Agreement shall remain in effect without the invalid provision.

10. INSPECTIONS AND AUDIT:

All books, accounts, reports, files and other records of either Party relating to this Agreement shall be, upon reasonable advance written notice, subject at all reasonable times to inspection and audit, by either the DISTRICT or DEPARTMENT representatives and/or other appropriate agents of the State or DISTRICT at any time during the term of this Agreement and for five (5) years after its completion.

11. SUBCONTRACTS:

Not applicable.

---

---

GENERAL PROVISIONS

---

---

12. NON-DISCRIMINATION:

The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

13. OWNERSHIP:

The conveyance of the Flood Warning Equipment becomes effective only upon execution of the IGA by both parties. The conveyance of ownership of the Flood Warning Equipment from the DEPARTMENT to the DISTRICT is accomplished through this executed IGA and with Statutory and Administrative Code requirements. The DISTRICT shall not convey the equipment to any person or entity other than the DEPARTMENT during the pendency of this IGA.

SPECIAL PROVISIONS

---

---

None

SCOPE OF SERVICES

---

---

## A. PURPOSE:

The DEPARTMENT is responsible for operating the Arizona Flood Warning System in accordance with A.R.S. § 45-1502. The purpose of this Agreement is to define the roles and responsibilities of the DISTRICT and the DEPARTMENT with regard to the conveyance, maintenance and operation of the Flood Warning Equipment located in the DISTRICT as specified in the Agreement and any matter ancillary to the use of such Flood Warning Equipment.

## B. EFFECTIVE DATE:

The Agreement shall become effective upon the date it is executed by both parties. Upon being fully executed, it shall be filed with the Arizona Secretary of State.

## C. TERM:

This contract is upon execution by all parties and shall continue in full force and effect until June 30, 2023. Upon expiration, this agreement shall continue in full force until terminated pursuant to Paragraph 4 herein.

## D. NOTICES, CORRESPONDENCE AND REPORTS:

1. Notices, correspondence, and deliverables from the DEPARTMENT to the DISTRICT shall be sent to:

Name: Joaquin Solis / Mark Apel  
Title: Floodplain Administrator / Environmental Projects Coordinator  
Address: 1415 Melody Lane, Building F., Bisbee, AZ 85603  
Email: jsolis@cochise.az.gov / mapel@cochise.az.gov  
Phone: 520-432-9310

2. Notices, correspondence, and payments from the DISTRICT to the DEPARTMENT shall be sent to:

Contract Officer:  
Scott Selin  
Arizona Department of Water Resources  
1110 West Washington Street, Suite 310  
Phoenix, AZ 85007  
Email: sdselin@azwater.gov  
Phone: (602) 771-8508  
Fax: (602) 771-8686

SCOPE OF SERVICES

---

---

3. Any reports and inquiries regarding the technical aspects of this Agreement should be made to:

Technical Administrator:

Brian Cosson  
Arizona Department of Water Resources  
1110 W Washington Street, Suite 310  
Phoenix, AZ 85007  
Email: [btcosson@azwater.gov](mailto:btcosson@azwater.gov)  
Phone: 602-771-8657

E. CONTRIBUTIONS:

Not applicable.

F. SERVICE ACTIVITY:

F.1. The DEPARTMENT agrees to:

F.1.1. Convey the Flood Warning Equipment in Appendix A.

F.1.2. Upon request by the DISTRICT, assist the DISTRICT in the preparation of the application for any Federal Communications licenses required to operate the Flood Warning Equipment supplied pursuant to this Agreement.

F.2. The DISTRICT agrees to:

F.2.1. Accept conveyance of the Flood Warning Equipment and agree to operate, maintain and make available the data collected to the Arizona Flood Warning System.

F.2.2. Obtain and pay for Federal Communications Commission licenses as needed.

## SCOPE OF SERVICES

## APPENDIX A

## Flood Warning Equipment to be Conveyed

Station Name	Station Type	Installation Year
Willcox	ALERT Weather Station	2001
Dragoon	ALERT Precipitation Only	2001
Portal	ALERT Precipitation Only	2001
Rucker	ALERT Precipitation Only	2001
Miller/Carr Canyon	ALERT Precipitation Only	2011
Ash Canyon	ALERT Precipitation Only	2011
King of Lead Mine	ALERT Precipitation Only	2011
Long Park	ALERT Precipitation Only	2011

LEGAL DETERMINATION

---

---

The foregoing Intergovernmental Agreement between Arizona Department of Water Resources and Cochise County Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

ARIZONA DEPARTMENT OF WATER RESOURCES  
LEGAL COUNSEL

By \_\_\_\_\_

Kelly Brown

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

COCHISE COUNTY FLOOD CONTROL DISTRICT  
COCHISE COUNTY ATTORNEY



12/1/2022

By \_\_\_\_\_

Kris Carlson