



Intergovernmental Agreement

By and Between the Arizona Department of Water Resources and Cochise County

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 Cochise County.

2. Parties and Definitions

- a. The parties to this Agreement are the Arizona Department of Water Resources (“ADWR”) and Cochise County (“Cochise”), collectively referred to as “Parties”.
- b. “AZCORS” shall mean Continuously Operating Reference Stations within the State of Arizona located on Cochise properties.
- c. “GNSS” shall mean global navigation satellite system.

3. Scope

- a. This IGA shall cover all Cochise’s agreement to provide ADWR with a building site and storage access for an AZCORS site located at Cochise properties.
- b. This Agreement is fully integrated and governed by the four corners of this IGA.

4. Effective Date

- a. 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 (30) days before the expiration of the original term.

6. Duties

6.1 Cochise

- a. Cochise shall make available land located at properties to house AZCORS sites.
- b. Cochise will reimburse ADWR for the cost of the braced monument, including supplies, equipment and/or the GNSS receiver and antenna, as provided for in the attached invoice (**Attachment A**).
- c. Cochise shall not remove or replace any AZCORS equipment without prior written consent of ADWR, except in an emergency where immediate action is required to protect life, safety, or property. In such event, Cochise shall promptly notify ADWR of the action taken and cooperate on next steps.
- d. Cochise shall maintain the physical area of AZCORS sites, at no cost to ADWR. Maintaining the physical area may include vegetation control, minor supporting structure repairs, and/or clearing of access paths.
- e. Cochise shall assist with troubleshooting technical issues with AZCORS sites. Upon request from ADWR, Cochise staff may perform basic on-site checks such as power cycling equipment, visually inspecting the antenna and connections, or confirming environmental conditions. Cochise will not be responsible for specialized technical repairs.

6.2 ADWR

- a. ADWR shall initially install a braced monument and solar cabinet with GNSS receiver, antenna and cellular router.
- b. ADWR shall maintain the braced monument, solar cabinet, GNSS receiver, antenna and cellular router, at no cost to Cochise.
- c. ADWR shall be responsible for specialized technical repairs, at no cost or responsibility of Cochise.
- d. ADWR shall coordinate with Cochise for access to AZCORS sites, if required by Cochise, at least one (1) business day prior to arrival to the site. ADWR will make best efforts to not disrupt the normal operations of Cochise.

- e. ADWR shall notify Cochise of any issues limiting access to the AZCORS site.

7. Non-Discrimination

- a. The Parties shall comply with Arizona State Executive Order 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

- a. If AZCORS site equipment is lost or damaged, Cochise personnel shall notify ADWR staff as soon as any issues are observed.
- b. Cochise shall not be responsible for damage caused to the equipment at the AZCORS site by the general public or force majeure. Cochise shall comply with any investigation regarding the intentional theft or damage of such equipment.
- c. 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. The State of Arizona (ADWR) is self-insured per A.R.S. § 41-621.

9. Waiver

- a. 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.

- c. Upon termination of the IGA, ADWR shall remove equipment from the AZCORS site. Cochise shall provide reasonable access and assistance to facilitate the return of the equipment to ADWR.
- d. This IGA may be cancelled pursuant to A.R.S. § 38-511, the terms of which are incorporated herein.

11. Severability

- a. 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

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

13. Construction

- a. This IGA is the result of negotiations between ADWR and Cochise 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. Choice of Law

- a. This contract shall be governed and interpreted by the laws of the State of Arizona.

15. Other Agreements

- a. This IGA in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- b. Cochise additional funds, separate from payments described in Section 6.1.b, to the AZCORS network to assist with operation and maintenance of AZCORS sites in Cochise County. Should Cochise elect to contribute, ADWR will invoice Cochise for an agreed upon amount.
- c. Cochise's contribution to the construction, managing or operating an AZCORS site in no way transfers ownership of ADWR equipment.

SIGNATURES TO FOLLOW

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

Arizona Department of Water Resources

Cochise County

By: _____
Thomas Buschatzke
Director
Arizona Department of Water Resources

By: _____
Frank
Chairman
Cochise County

Date: _____

Date: _____

LEGAL DETERMINATION

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 Cochise County.



Signature

Date: 4/3/26

Dylan Hendel
Printed Name

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.

Kelly Brown, Deputy Counsel

Date: _____