



Intergovernmental Agreement

By and Between the Arizona Department of Water Resources and the City of Flagstaff

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 the City of Flagstaff.

2. Parties and Definitions

- a. The parties to this Agreement are the Arizona Department of Water Resources (“ADWR”) and the City of Flagstaff (“Flagstaff”), collectively referred to as “Parties”.
- b. “AZCORS” shall mean Continuously Operating Reference Stations within Flagstaff, Arizona, specifically at the Cinder Lake Landfill.
- c. “Cinder Lake Landfill” shall mean the landfill facility located within Coconino County and operated by Flagstaff Public Works.
- d. “GNSS” shall mean global navigation satellite system.

3. Scope

- a. This IGA shall cover all Flagstaff’s agreement to provide ADWR with a building site and storage access for an AZCORS site located at Cinder Lake Landfill.
- 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 extend the duration of the IGA must be exercised no later than (30) days before the expiration of the original term.

6. Duties

6.1 Flagstaff

- a. Flagstaff shall make available an area of land located in the Cinder Lake Landfill facility to house an AZCORS site.
- b. Flagstaff or Cinder Lake Landfill shall not remove or replace any equipment without prior, written consent from ADWR.

6.2 ADWR

- a. ADWR shall initially install a GNSS receiver, antenna and cellular router.
- b. ADWR shall maintain the GNSS receiver, antenna and cellular router within AZCORS sites, at no cost to Flagstaff or Cinder Lake Landfill.
- c. ADWR shall coordinate with Flagstaff or Cinder Lake Landfill for access to the AZCORS site at least one (1) business day prior to arrival to the site that is within the Cinder Lake Landfill. ADWR will make best efforts to not disrupt the normal operations of Cinder Lake Landfill.
- d. ADWR shall notify Flagstaff 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 Flagstaff or Cinder Lake Landfill personnel shall notify ADWR staff as soon as any issues are observed.
- b. Flagstaff or Cinder Lake Landfill shall not be responsible for damage caused to the equipment at the AZCORS site by the general public. Flagstaff or Cinder Lake Landfill 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. Flagstaff 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 Flagstaff 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. Flagstaff may voluntarily contribute to the cost of managing and operating the AZCORS program but 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

City of Flagstaff

By: _____
Thomas Buschatzke
Director
Arizona Department of Water Resources

By: _____
Greg Clifton
City Manager
City of Flagstaff

Date: _____

Date: _____

Attest: _____
City Clerk

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 the City of Flagstaff.

Signature

Date: _____

Printed Name
City Attorney's Office

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: _____