



Intergovernmental Agreement



By and Between the Arizona Department of Water Resources and the City of Apache Junction

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 Apache Junction.

2. Parties and Definitions

- a. The parties to this agreement are the Arizona Department of Water Resources (“ADWR”) and the City of Apache Junction (“Apache Junction”) (collectively, the “Parties”).
- b. “AZCORS” shall mean Continuously Operating Reference Stations
- c. “GNSS” shall mean global navigation satellite system.

3. Scope

- a. This IGA shall cover all issues relating to Apache Junction’s cooperative efforts in supporting the AZCORS network.
- b. This Agreement is fully integrated and governed by the four corners of this IGA.

4. Effective Date

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 thirty (30) calendar days before the expiration of the original term.

6. Duties

6.1 Apache Junction

- a. Apache Junction shall pay ADWR \$5,000 to contribute to the operation and maintenance of the AZCORS Network.

6.2 ADWR

- a. ADWR shall provide AZCORS data through the AZCORS Network.
- b. ADWR shall provide technical assistance and support with AZCORS data related issues.

7. Non-Discrimination

The Parties shall comply with Arizona State Executive Orders Nos. 2023-09, 2023-01, 2009-09 and 75-5, and any and all other applicable federal and state laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act.

8. Indemnification

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. ADWR, through the State of Arizona, is self-insured per A.R.S. § 41-621.

9. Waiver

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 the other Party 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 obligation under this IGA shall not be a waiver of any other subsequent breach of obligation under 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) calendar day written notice shall be given to the other Party.
- c. This IGA may be cancelled pursuant to A.R.S. § 38-511, the terms of which are incorporated herein.

11. Severability

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

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

13. Construction

This IGA is the result of negotiations between the Parties 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. Conflict of Interest

This Agreement is subject to cancellation by the State under A.R.S. § 38-511.

15. Choice of Law

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

16. 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. Apache Junction may voluntarily contribute to the cost of managing and operating the AZCORS program.

SIGNATURES

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

Arizona Department of Water Resources

City of Apache Junction

By: _____
Thomas Buschatzke
Director
Arizona Department of Water Resources

By: _____
Bryant Powell
City Manager
City of Apache Junction

Date: _____

Date: _____

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 Apache Junction.

Richard J. Stern, City Attorney

Date: _____

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: _____