

When Recorded, Please Return to:

Pinal County Public Works  
Emergency Management  
P.O. Box 727  
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT AND  
MAINTENANCE OF A REGIONAL MASS COMMUNICATION SYSTEM  
Between  
PINAL COUNTY, GILA COUNTY, GRAHAM COUNTY AND GREENLEE  
COUNTY**

This Agreement is made and entered into by and among the signatory political subdivisions within the State of Arizona.

**Recitals**

**WHEREAS**, the Arizona Department of Homeland Security (“AZDOHS”) has awarded Pinal County a grant for the establishment of a Regional Mass Communication System with Gila County (“Gila”), Graham County (“Graham”) and Greenlee County (“Greenlee”) jointly referred to as “Participating Parties”; and,

**WHEREAS**, the Participating Parties wish to define their relative rights and responsibilities for the establishment, maintenance and participation in the Regional Mass Communication System; and,

**WHEREAS**, Contracting authority for political subdivisions of Arizona for this Intergovernmental Agreement (IGA) is based upon A.R.S. § 26-308(A) which provides: “Each county may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes.”; and,

**WHEREAS**, this IGA supports the State Homeland Security Strategy by providing a regional approach to mass notifications to all citizens based on specific information that is related to an incident.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between each and all of the signatories hereto as follows:

**1. Scope.**

The Scope of this Agreement is to (1) establish a System Utilization Group with representatives of each Participating Party; (2) select a mass communications and notification system which includes Reverse 911, staff and key officials call down capability, and situational awareness (SA) with real-time monitoring of social media and weather; and, (3) to establish governance and procedures for the ongoing maintenance, use and payment for the system by the Participating Parties.

**2. Definitions.**

- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a participating party to this IGA.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **System** means the “Regional Mass Notification System” that will be selected by the System Utilization Group and implemented by each Participating Party.
- **Reverse 911** is a public safety communications system used by public safety organizations to communicate with groups of people in a defined geographic area. The system uses a database of telephone numbers and associated addresses, which, when tied into geographic information systems (GIS) can be used to deliver recorded emergency notifications to a selected set of telephone service subscribers.

**3. System Utilization Group.**

Each Participating Party shall appoint three representatives (one each of Law Enforcement, Fire and EMS and Emergency Management) to the System Utilization Group. The System Utilization Group shall obtain and review proposals in accordance with the procurement policies of the Administrative Agent and the “Sub-Grantee Agreement” signed between Pinal County and Arizona Department of Homeland Security. The representatives of the System Utilization Group shall confer with the counterparts of their respective jurisdictions for any additional system specifications or requirements that may be needed. The System Utilization Group shall choose a preferred system based on the system specifications set forth

herein.

**4. System Specifications.**

The System Utilization Group shall select a product which, at a minimum, most closely meets the following specifications:

The mass communications and notification system should include Reverse 911, staff and key official call down capability, and situational awareness (SA) with real-time monitoring of social media and weather. The system should be able to reach citizens through existing 911 databases or through voluntary sign up. Notifications can be wide or targeted by means such as zip code or GIS mapping. The call down capability should have an unlimited number of groups which can be created. The system should allow two way notifications for staff to respond to the call down and provide operations feedback. The system should monitor social media and weather for established alerts or keywords. The system should allow for use in distinction of public safety emergencies, disasters (man-made, natural, technological and or infrastructure), and or exercises. The system should allow real-time SA from field personnel or the public through the upload of picture or video back to the Participating Party's Incident Command Post or Emergency Operations Center.

**5. Administrative Agent.**

Pinal County shall act as the Administrative Agent for the Participating Parties. Pinal County will enter into the agreement with the selected vendor, keep records of system selection and use and perform such other activities necessary to administer the system on behalf of the Participating Parties.

**6. Technical Committee.**

Each Participating Party shall appoint two representatives (one each from Information Technology, from a Public Safety Answering Point or Dispatch Center and a Public Information Officer) to a Technical Committee. The Technical Committee will be responsible for working with the selected vendor for system "build out" and implementation.

**7. Notice.**

Notice as required by this Agreement shall be provided by first class mail to the following:

Charles Kmet, Emergency Manager  
Pinal County Emergency Management  
P.O. Box 727  
Florence, Arizona 85132

Michael O'Driscoll, Director  
Gila County Health & Emergency Management  
5515 S. Apache St, Suite 400  
Globe, AZ 85501

Steve Rutherford, Deputy Director  
Greenlee County Emergency Management  
P.O. Box 936  
Clifton, Arizona 85533

Brian Douglas, Deputy Director  
Graham County Health Department  
826 West Main Street  
Safford, Arizona 85546

**8. System Governance Document and Procedures.**

The System Utilization Group and the Technical Committee will develop a governance document and procedures for the use of the system for all Participating Parties. Specific and or additional policies may be adopted by individual Participating Parties for use within their jurisdiction and or political subdivision, so long as those policies or procedures are not in conflict with the approved governance document or procedures, stated above.

**9. Use of System by Political Subdivision(s).**

Each Participating Party shall have the option to make the system available for use by the political subdivisions within their boundaries. Use of the system by any political subdivision will only be allowed once an Intergovernmental Agreement is approved and signed between the Participating Party and the political subdivision which, at a minimum, specifically states the applicable terms agreed upon within this IGA.

**10. System Costs and Payments.**

The first year of implementation of this program shall be funded by a grant awarded to Pinal County. During the first one-year term of this IGA, no costs will be borne by any of the Participating Parties. After the first one-year term, each Participating Party shall pay its proportional share of the cost for maintaining the system based on population as declared in the 2010 census conducted by the U.S. Census Bureau. At least sixty days (60) prior to the IGA term expiration date for the first year term, an Amendment to this IGA shall be developed and executed to identify the annual costs to be borne by each Participating Party. The selected vendor shall invoice the Administrative Agent, and each Participating Party, other than the Administrative Agent, shall submit its share of the invoiced cost to the Administrative Agent within 30 days of the invoice date. Subject to the terms of this IGA, if a Participating

Party were to terminate their participation in this IGA, it will not have an adverse effect on the remaining Participating Parties, either system usage, nor will it change the remaining Participating Parties costs for the system during that contract period.

**11. Personnel Compensation and Insurance.**

All Participating Parties shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

**12. Immunity.**

The Participating Parties shall have such immunity as provided by applicable state, federal or tribal law.

**13. Indemnification.**

Each Participating Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Participating 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. This IGA is between Governmental entities.

**14. Term.**

This IGA shall be effective on the date it is executed by all Participating Parties. Except as otherwise provided in this IGA, this IGA shall terminate one year after the effective date. This IGA, upon mutual consent of the Participating Parties may be extended for a period of three one-year terms, time not to exceed 4 years. Any modification or time extension of this IGA shall be by formal written amendment and executed by the Participating Parties hereto.

**15. ADA.**

Each Participating Party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

**16. Non-Discrimination.**

To the extent of the law the Participating Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Participating Parties shall take affirmative action to ensure

that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**17. Compliance with Laws.**

Each Participating Party shall comply with all applicable federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this IGA. Any changes in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.

**18. Worker's Compensation.**

During work on this IGA, employees of each Participating Party shall maintain their status respectively as employees of that Party, but shall perform under the direction and authority of the Participating Party as designated in this IGA. Notwithstanding the foregoing, an employee of either Participating Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Participating Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an IGA or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

**19. Insurance.**

Each Participating Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this IGA shall be construed as a waiver of any limitation on liability that may apply to a Participating Party.

**20. Non-appropriation.**

Every payment obligation of the Participating Parties under this IGA is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available, or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this IGA, this IGA may be terminated by the Participating Parties at the end of the period for which funds are available. No liability shall accrue to the Participating Party in the event this provision is exercised, and neither Participating Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Should a Participating Party cease participation in this IGA, no additional costs shall be borne by the remaining

Participating Parties.

**21. No Third Party Beneficiaries.**

Nothing in the provisions of this IGA is intended to create duties or obligations to, or rights, in third parties not Participating Parties to this IGA, or affect the legal liability of any Participating Party to the IGA by imposing any standard of care different from the standard of care imposed by law.

**22. Immigration Law Compliance Warranty:**

As required by A.R.S. § 41-4401, each Participating Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Participating Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If any Participating Party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to and including termination of this IGA. A Participating Party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each Participating Party retains the legal right to inspect the papers of the other Participating Party and its subcontractors engaged in performance of this Agreement to ensure that the other Participating Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Participating Parties may modify this paragraph consistent with state law.

**23. Entire Agreement.**

This document constitutes the entire IGA between the Participating Parties pertaining to the subject matter hereof. This IGA shall not be modified, amended, altered or extended, except through a written amendment signed by the Participating Parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

**24. Jurisdiction.**

Nothing in this IGA shall be construed as otherwise limiting or extending the legal jurisdiction of any Participating Party. Nothing in this IGA is intended to confer any rights or remedies to any person or entity that is not a Participating Party.

**25. Conflict of Interest.**

The requirements of A.R.S. § 38-511 apply to this IGA. The Participating Parties may cancel this IGA, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this IGA on behalf of the Participating Party is, at any time while this IGA or any extension is in effect, an employee, agent or consultant of Participating Party with respect to the subject matter of this IGA.

**26. Supervision and Control.**

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System.

**27. Severability: Effect on Other Agreements.**

It is expressly understood that this IGA shall not supplant existing agreements between some of the Participating Parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

**28. Severability.**

If any provision of this IGA is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

**29. Responsibility of the Department of Emergency and Military Affairs.**

Nothing within this IGA limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any Participating Party.

**30. Effective Date.**

This IGA shall become effective as to each Participating Party when adopted and executed by the governing body of the jurisdiction, and shall remain operative and effective per the terms in Section 14, as between each and every Participating Party that has heretofore or hereafter executed this IGA, until participation in this IGA is terminated by the Participating Party, or the extension terms, as identified in Section 14, have been exhausted. The termination by one or more of the Participating Parties of its participation in this IGA shall not affect the operation of this IGA as between the other Participating Parties thereto. The Director shall identify on their website, with updates as needed, all Participating Parties signatory to this IGA.

**31. Execution Procedure.**

Execution of this IGA shall be as follows:

This IGA, which will be designated as "REGIONAL MASS COMMUNICATION SYSTEM AGREEMENT," shall be executed in counterparts by the governing body of each Participating



Party. This IGA will be effective between all Participating Parties who execute this IGA, even if it is not executed by all eligible jurisdictions.

**32. Termination.**

Termination of participation in this IGA may be effected by any Participating Party as follows:

Any Participating Party may, by action of its governing body, terminate its participation in this IGA. Notice of any proposed termination shall be given to all other Participating Parties to the IGA at least 30 days after action by the governing body of the Participating Party seeking to terminate.

**33. Record Retention.**

Pursuant to internal policies of individual Participating Party or as governing by state statute, each Participating Party will be responsible for their records retention.







