



Regional Wireless Cooperative

Board of Directors

Agenda

June 4, 2020

10:00 a.m. – 11:30 a.m.

	ITEM	PRESENTER
1)	Call to Order, Roll Call, Opening Comments	Chair Paul Luizzi
2)	Call to the Public A member of the public may request to address the Board by contacting the RWC Staff via phone at 602-495-5765 or via email at team@rwcaz.org no later than one hour prior to the scheduled start time of this meeting. Speakers will be considered at the sole discretion of the Board Chair and will be allotted no more than three (3) minutes to speak.	Chair Paul Luizzi
3)	Approval of RWC Board Meeting Minutes from the February 27, 2020 Meeting This item is for information, discussion, and action.	Chair Paul Luizzi Est. 2 min.
4)	CSSA Intergovernmental Agreement with Pinal County The purpose of this item is to seek Board approval of the Intergovernmental agreement created by the Communications System Strategic Alliance (CSSA) with Pinal County. This item is for information, discussion, and action.	John Imig RWC Executive Director Est. 5 min.
5)	RWC FY21 Budget Evaluation The purpose of this item is to give the board an update on COVID-19 related impacts. This item is for information and discussion.	John Imig RWC Executive Director Est. 10 min.



Regional Wireless Cooperative

Board of Directors

Agenda

June 4, 2020

10:00 a.m. – 11:30 a.m.

6)	Executive Director's Report A. Membership Updates B. Staff Office Move C. Fire Code Working Group Update This item is for information and discussion.	John Imig RWC Executive Director Est. 5 min.
7)	Announcements, Public Comment, Future Agenda Items The purpose of this item is to communicate any Board announcements, additional public comment, or future agenda items. This item is for information only.	Chair Paul Luizzi
8)	Adjourn	Chair Paul Luizzi



Regional Wireless Cooperative
Board of Directors
MINUTES
June 4, 2020

City of Phoenix
 200 W. Washington Street, 14th Floor
 Phoenix, Arizona 85003

Board Members Present		Board Members Absent
Rob Helie~ – Arizona Fire and Medical Authority	James Hughes~ – Maricopa	Wayne Clement – Guadalupe
	Kris Dalmolin~ – Peoria	Roy Stanifer – Maricopa Community College District
Jeff Scheetz~ – Avondale	Matthew Arvay*~ – Phoenix	
Bob Costello~ – Buckeye	Brad Hartig~ – Scottsdale	Freeman Carney – Paradise Valley
Val Gale~ – Chandler	Rob Schmitz*~ – Sun City Fire and Medical	Terry Young – Surprise
Alan Zangle~ – Daisy Mountain Fire District	Andrea Glass~ – Tempe	
Paul Marzocca~ – El Mirage	Ginger Sanabria~ – Tolleson	
Rick St. John~ – Glendale		
Paul Luizzi~ – Goodyear		
*Board Alternate	^Non-Voting Alternate	~Telephone/Web Participant

Staff Present		
John Imig~ – RWC		
Almira Santos~ – RWC		
Nicholas Roosevelt~ – RWC		
David Clarke~ – RWC		
~Telephone/Web Participant		

NOTE: This meeting was conducted by web conference only. RWC Administrative Staff attendees were accounted for prior to the start of the meeting. No roll call for other staff of RWC Members, other interested parties, or the public was taken.

1. **Call to Order, Roll Call and Opening Comments**

Board Chair Paul Luizzi, representing the City of Goodyear, called the meeting of the Regional Wireless Cooperative (RWC) Board of Directors (Board) to order at 10:01 AM.

2. **Call to the Public – None**

Chair Luizzi asked if any requests from the public to speak were submitted.

RWC Administrative Aide David Clarke replied that no requests were submitted.

3. **Approval of RWC Board Meeting Minutes from February 27, 2020**

Chair Luizzi asked the Board if any discussion was desired on the minutes presented in the meeting packet for the February 27, 2020, Board Meeting. There were no responses.

A **MOTION** was made by Andrea Glass and **SECONDED** by Alan Zangle to approve the February 27, 2020, RWC Board meeting minutes.

MOTION CARRIED UNANIMOUSLY (15-0).

4. **CSSA Intergovernmental Agreement with Pinal County**

RWC Executive Director John Imig discussed with the Board the topic of Pinal County joining the Communications Systems Strategic Alliance (CSSA). John noted that this item before the Board will address two matters; 1) Pinal County joining the CSSA Intergovernmental Agreement (IGA), which has been drafted in a manner to also include, 2) approval of the existing CSSA Task Orders for Pinal County.

A report on this topic was provided to the Board. The recommendation of the report is as follows;

“The RWC Board of Directors is required to approve the draft IGA before the City of Phoenix can formally approve it on behalf of the RWC. The RWC Executive Director, after review and approval by the RWC Executive Committee, recommends Board approval of the draft IGA and requests the City of Phoenix, as the RWC’s Administrative Managing Member, to enter into the Communications System Strategic Alliance IGA with Pinal County.”

A **MOTION** was made by Brad Hartig and **SECONDED** by James Hughes to approve the recommendation as presented.

MOTION CARRIED UNANIMOUSLY (15-0).

5. RWC FY21 Budget Evaluation

Mr. Imig discussed with the Board potential impacts to the RWC from the COVID-19 crisis. Mr. Imig wanted the Board to know that RWC Administrative and Technical Staff have taken a thorough look through the budget and project schedule for potential savings and possible adjustments, should it be necessary.

Savings on some items has already been achieved, such as the cancellation of travel for the next fiscal year, savings on the scheduling service the RWC uses to manage the Interoperability decks by switching to a less expensive service plan, and reimbursement for half of a full-time employee that was previously paid to the City of Scottsdale for VHF support but is no longer needed.

Several RWC capital projects have been also been evaluated for budget savings, but no changes have been made to project plans at this time.

Mr. Imig explained that there was discussion about delaying the Scottsdale VHF replacement project, but the consensus among the stakeholders is that the project must go forward. The equipment for Scottsdale's existing VHF network is nearing the end of its design life and this network is too critically important in hazard zone operations to put at risk of failure by delaying the replacement.

Mr. Imig added that he has previously asked all Board members to check with their operational teams to see if they are planning any significant reduction to the number of subscribers they have on the Network. Most members have responded, stating that they are not planning any major changes.

Chief Andrea Glass, representing the City of Tempe, expressed her appreciation to Mr. Imig for the thorough evaluation of the RWC budget and projects conducted by administrative and technical staff.

6. Executive Director's Report

A. Membership Updates

Mr. Imig updated the Board about several potential new RWC Members;

- 1) The membership request from the Phoenix Veterans Affairs is still under review by their legal counsel.
- 2) The membership request from the Federal Reserve Bank of San Francisco returned the RWC Membership IGA with questions that are currently under review by the RWC legal counsel. The questions are related to how membership for a Federal entity differs from existing local member entities.

- 3) The project on Burnt Mountain to expand the RWC coverage area far into the West Valley and beyond is underway. When it is completed, Mr. Imig anticipates that both the Buckeye Valley Fire District and the Harquahala Fire District, who are both currently Conditional Participants, will apply to become full Members of the RWC.

B. Staff Office Move

Mr. Imig told the Board that the RWC Administrative Staff has relocated their offices to the 14th floor of Phoenix City Hall. All RWC Staff contact information is the same.

C. Fire Code Working Group Update

Mr. Imig advised the Board that the work of the Fire Code Working Group is ongoing, in coordination with the RWC Policy Working Group, to update and standardize policies and other documents and processes relating to in-building radio coverage treatments operating on the RWC Network. A new section has been added to the RWC website specifically for this topic, and it is still in development.

Mr. Imig explained to the Board that an exception to the hiring freeze at the City of Phoenix is being sought for the new position approved prior to the freeze by the Board for an Emergency Radio Responder Communications System Specialist. He noted that this position is fully funded by the RWC and was the recommendation of the Fire Code Working Group and other RWC advisory groups.

Brad Hartig, representing the City of Scottsdale, emphasized the importance of filling this new position. He offered to advocate for the position to any appropriate groups at the City of Phoenix, such as the City Council.

Matt Arvay, representing the City of Phoenix, said that he is working with all appropriate parties to approve the exception to the hiring freeze for this position. He said the position may be initially classified as a temporary position and then be converted to a permanent position later.

9. Announcements, Public Comment, Future Agenda Items

Chair Luizzi asked if anyone from the public wished to speak. There were no responses.

Chair Luizzi asked if any Board Members had any announcements or requests for future agenda items. There were no responses.

David Clarke informed the Board that he has accepted a promotion to a Chief Engineer position in the Water Services Department at the City of Phoenix. He does not yet have a start date, but he anticipates that this will be his last RWC Board Meeting. Mr. Clarke expressed that it has been a privilege to be part of the RWC for the last 10 years.

Chair Luizzi thanked Mr. Clarke for his years of service to the RWC.

10. Adjournment

Chair Luizzi requested a motion to adjourn the meeting at 10:42 a.m.

A **MOTION** was made by Rick St. John and **SECONDED** by Andrea Glass to adjourn the June 4, 2020, Board Meeting. **MOTION CARRIED UNANIMOUSLY (15-0).**

Respectfully submitted,

David Clarke, Administrative Aide



BOARD OF DIRECTORS REPORT

TO:	Regional Wireless Cooperative (RWC) Board Members	Agenda Date:	June 4, 2020
FROM:	John W Imig, RWC Executive Director		Item 4
SUBJECT:	CSSA Intergovernmental Agreement with Pinal County		

BACKGROUND

Since the formation of the Regional Wireless Cooperative (RWC) and Topaz Regional Wireless Cooperative (TRWC), the RWC and TRWC have both continuously worked to develop formal and informal structures to ensure the radio cooperatives' activities are coordinated and compatible. More recently these efforts culminated in the CSSA (Communications Systems Strategic Alliance) IGA and supporting Task Orders between the RWC and TRWC. This initiative continues to expand and is now extending to other regional systems operating in the State of Arizona.

This intergovernmental agreement (IGA) will codify many of the activities necessary to ensure participating regional systems deliver the best service possible to their service regions, such as jointly collaborating on such efforts as equipment purchasing, use of facilities and co-location of equipment, maintenance services, research and development, and policies and procedures.

ISSUE

The TRWC and RWC established the CSSA in 2018 to coordinate efforts among our systems through the attached IGA. As allowed by the IGA, Pinal County has requested admission to the CSSA as a full participating party. The CSSA Coordinating Council has reviewed and recommended approval of their request.

Upon execution of the CSSA IGA, Pinal County may also be added as a party to any existing Task Orders of interest.

RECOMMENDATION

The RWC Board of Directors is required to approve the draft IGA before the City of Phoenix can formally approve it on behalf of the RWC. The RWC Executive Director, after review and approval by the RWC Executive Committee, recommends Board approval of the draft IGA and

requests the City of Phoenix, as the RWC's Administrative Managing Member, to enter into the Communications System Strategic Alliance IGA with Pinal County.

This agenda item is for information, discussion, and possible action.



BOARD OF DIRECTORS REPORT

TO:	Regional Wireless Cooperative (RWC) Board Members	Agenda Date:	June 4, 2020
FROM:	John W Imig, RWC Executive Director		Item 5
SUBJECT:	RWC FY21 Budget Evaluation		

BACKGROUND

In response to the Covid-19 outbreak and subsequent potential negative effects on budgeting, RWC staff conducted research and evaluations on the RWC budget for FY20 and 21.

Budgetary components evaluated consisted of both Operations & Maintenance (O&M)¹ and Special Projects². O&M expenses are generally fixed: 1) Contractual obligations with our vendors (e.g. Motorola), 2) Expenses related to system operation, paid to the Administrative Manager (the City of Phoenix) and 3) Administrative and personnel costs for RWC staff and operations.

O&M components evaluated:

- Business Travel (canceled)
 - FY20 savings: \$5,000
 - Projected FY21 savings: \$2,500
- Interop scheduling application (Resource Guru) (downgrade)
 - FY20 savings: \$1,270
 - Projected FY21 savings: \$4,200
- .5 FTE for VHF support (unneeded)
 - FY20 savings: \$24,000
 - Projected FY21 savings: \$45,000

Special Projects evaluated:

- RWC - Greenway and Tatum Tower move to FS31 – FY22
- RWC - Cashion Tower move to Tolleson WTP – FY22
- VHF – Scottsdale VHF end of life replacement – FY21

¹ O&M is calculated by dividing the Total O&M Estimated Expenses by the number of billable Radios that are currently in the system at the time of calculation (usually the October radio count).

² Special (Capital) Projects are billed to members on an annual basis, at the beginning of the Fiscal Year. These funds are then used to pay for the full project cost.

RECOMMENDATION

This item is for information and discussion.



BOARD OF DIRECTORS REPORT

TO:	Regional Wireless Cooperative (RWC) Board Members	Agenda Date:	June 4, 2020
FROM:	John W Imig, RWC Executive Director		Item 6
SUBJECT:	Executive Director's Report		

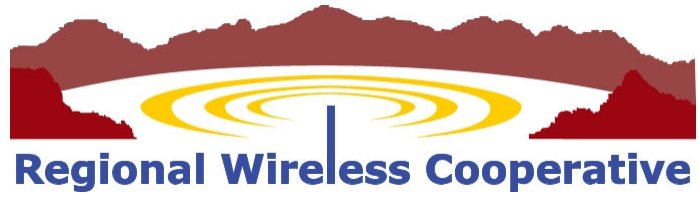
BACKGROUND

The Executive Director will brief the Board of Directors on the following items:

- A. Membership Updates
- B. Staff Office Move
- C. Fire Code Working Group Update

RECOMMENDATION

This item is for information and discussion.



BOARD OF DIRECTORS MEETING

June 4, 2020

ADDENDUM A

Agenda Item 4:

Communication System Strategic Alliance (CSSA)

Intergovernmental Agreement (IGA)

with Pinal County

When Recorded Return To:

William H. Anger

Engelman Berger, P.C.

2800 N. Central Ave., Suite 1200

Phoenix, AZ 85004

**INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND
THE COMMUNICATIONS SYSTEMS STRATEGIC ALLIANCE**

THIS INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATIONS SYSTEMS STRATEGIC ALLIANCE (the "Master IGA") is entered into by and between the attached signatories, (individually a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, public safety grade radio and data communications networks are critical resources for public safety first responders making timely and effective response to calls for preserving life, property and the general public safety and welfare; and

WHEREAS, public safety first responders must provide service in situations requiring cross-jurisdictional use of neighboring or overlapping radio or data communications networks; and

WHEREAS, public safety communications networks are expensive to build, expand and maintain; and

WHEREAS, coordinated communications systems strategies are in the public's best interest; and

WHEREAS, the Parties each administer a public safety communications system (individually a "System" and collectively "Systems") consisting, in part, of a collection of devices, software, hardware, technologies, facilities, towers or other devices or structures that provide voice and data communications capability and carry out their oversight responsibilities within the Parties' respective Systems; and

WHEREAS, the Parties wish to collaborate concerning the delivery of communications services to their respective users when such collaboration benefits at least one of the Parties participating in a particular cooperative effort; and

WHEREAS, the Parties are authorized to enter into this Master IGA by explicit authority granted by their respective Systems' governing documents or appropriate governing body action, and act on behalf of their respective System; and

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers, pursuant to Arizona Revised Statutes § 9-240, § 11-951, et seq., § 15-342(13) and §15-1444(B)(4);

NOW, THEREFORE, the Parties, in consideration of the foregoing and the mutual promises contained herein, hereby agree as follows:

AGREEMENT:

Section 1. Coordinating Council and Committees

1.1 Coordinating Council. All initiatives and actions contemplated to be taken pursuant to this Master IGA will be evaluated by a committee consisting of representative(s) or alternate representative(s) from each of the Systems ("Coordinating Council"). The Coordinating Council will forward recommendations on any initiatives and actions within the scope of this Master IGA to each respective System's governing body for consideration and possible action. The Parties must use diligent efforts to involve the Coordinating Council on Collaborative Efforts (defined in Section 3.1 below) between the Parties, but the Parties may take action independent of or not recommended by the Coordinating Council.

1.1.1 Coordinating Council Representatives. The Coordinating Council will be composed of representatives ("Coordinating Council Representatives") who will be appointed as follows. Each Party will establish, through their respective System's governing body, a primary representative from its governing System body to participate on the Coordinating Council. Each Party's System's governing body is entitled to have a maximum of two Coordinating Council Representatives. One representative must be an executive level member ("Coordinating Council Executive Representative") who has direct involvement in the governance decision-making process for their respective System. In addition to the Coordinating Council Executive Representative, each Party may identify one Coordinating Council Representative that is an actual user of that Party's System who possesses an understanding of routine operational system use ("Coordinating Council User Representative"). A Party's System's governing body may only have one Coordinating Council Executive Representative and one Coordinating Council User Representative.

1.1.2 Voting. All matters will be decided by a numerical vote. A numerical vote shall pass by the affirmative vote of a majority of the Coordinating Council Representatives present (either in person, by teleconference, or webcast) and voting. In case of a tie in votes on any motion, the motion shall not pass. There will be one vote per Coordinating Council Representative.

1.2 Committees and Working Groups. Committees and working groups will be established to advise and recommend initiatives and actions to the Coordinating Council.

1.2.1 Joint User Working Group(s). The Coordinating Council will establish joint user working group(s) to ensure end user needs are understood, coordinated, and addressed. The Coordinating Council may establish joint user working group(s) comprised of System users in all disciplines that use the System in accordance with Coordinating Council adopted policy applicable to those Systems where the policy has been ratified by that System's governing body.

1.2.2 Other Joint Committees & Working Groups. The Coordinating Council will establish other joint committees and working groups in accordance with Coordinating Council adopted policy applicable to those Systems where the policy has been ratified by that System's governing body.

1.3 Coordinating Council, Committee Support & Working Groups. As necessary, each System will provide direct support to the Coordinating Council and any committees by making their respective Executive Director (or equivalent) and staff available for advisement, meeting coordination, record keeping, and other duties.

Section 2. Term and Termination of Agreement; Expulsion of Parties; Addition of New Parties

2.1 **Term.** The term of this Master IGA shall begin March 5, 2018 and continue until terminated as provided herein.

2.2 Termination

2.2.1 **Termination For Convenience.** A Party may terminate their participation in this Master IGA by delivering written notice to the other Parties. Such termination shall be effective on the date which is the earlier of (1) twenty-four (24) months after receipt of such notice by the non-terminating Parties or (2) a date agreed to by the non-terminating Parties.

2.2.2 **Non-Appropriation.** If any Party's performance under this Master IGA depends upon an appropriation of funds by their respective governing bodies, and if any Party's governing body fails to appropriate the funds necessary for performance, the affected Party or Parties may provide written notice of this failure to the other Parties and cancel either this Master IGA or the affected Task Order(s) (as defined in Section 4.1 below). Such written notice shall specify the effective date of such cancellation. Each Party shall give the other Parties as much advance notice as reasonably possible of a cancellation for non-appropriation. Notwithstanding the foregoing, each Party shall make good faith, reasonable efforts to seek appropriation of the funds necessary for such Party's performance under this Master IGA.

2.2.3 **Party Termination.** A Party's participation in the relationship established by this Master IGA may be terminated (resulting in a "Party Termination") upon the affirmative vote of a majority of the other Parties' System's governing bodies. A Party Termination will result in removal of the terminated Party's Coordinating Council Representatives from the Coordinating Council and the loss of the associated Coordinating Council voting rights, removal of the Party's representatives from user committees and working groups, cessation of the Party's participation in Collaborative Efforts (including all rights and privileges accruing as a result of such participation), and termination of the Party's participation in Task Orders. A Party Termination will take effect sixty (60) calendar days after completion of the vote, except that the Coordinating Council Representatives for the terminated Party shall be removed from the Coordinating Council and will lose associated voting rights effective immediately after a Termination vote.

2.2.4 **Conflict of Interest.** This Master IGA shall be subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

2.3 Post-Termination – Property Disposition

2.3.1 **Continued Ownership.** Upon termination by a Party of its participation in this Master IGA or upon a Party Termination, each Party shall continue to own: (i) all System resources that the Party owned prior to this Master IGA; and (ii) all System resources that were acquired pursuant to this Master IGA and any Task Order (as defined in Paragraph 4) signed by authorized representatives (as defined in Paragraph 9.12) of the Participating Parties (as defined in Paragraph 3.1 below) that identifies that Party or Parties as the owner of such System resources.

2.3.2 **Shared System Resources.** Upon termination by a Party of its participation in this Master IGA or upon a Party Termination, the Party that owns the System resources that are shared with the other Party or Parties shall cooperate with and give adequate time for the other Party or Parties to acquire a suitable replacement, remove any shared portion and/or work with the other Party or Parties to create and implement an action plan for the successful separation for the System resources that will no longer be available to it. During the post-termination period, the Party that owns the System resources will allow the other Parties to continue to use the System resources as necessary to carry on its operations for a maximum period of twelve (12) months.

2.4 **Addition of New Parties.** Any public entity who owns or operates a System may apply to become a Party to this Master IGA, entitled to all benefits and subject to all obligations accruing to the Parties (an "Application"). An applicant shall be admitted as a Party upon occurrence of all of the following events:

2.3.1 Applicant submits an Application to the Coordinating Council in writing.

2.3.2 The Coordinating Council will forward the Application to the respective Systems' governing bodies for review and approval.

2.3.3 After approval by a majority of the respective Systems' governing bodies, Applicant executes this Agreement, thereby becoming a Party.

Section 3. Collaboration on Acquisition and Use of System Resources

3.1 **Authorization of Collaborative Efforts.** This Master IGA authorizes two or more of the Parties (the "Participating Parties"), to collaborate on the acquisition, sharing, or use of communications related to the Participating Parties' Systems resources ("Collaborative Effort(s)").

3.2 **Examples of Collaborative Efforts.** The following is a non-exclusive list of potential Collaborative Efforts examples and is not intended to impose requirements or limit the potential joint, cooperative, or shared System resources or related services contemplated by this Master IGA:

3.2.1 Purchasing of equipment and related services.

3.2.2 Use of facilities and co-location of equipment.

3.2.3 Installation and use of connectivity and communications equipment.

3.2.4 Services such as maintenance of equipment.

3.2.5 Interoperable and/or operable use of each other's Systems.

3.2.6 Research and development.

3.2.7 Staff resources and support.

3.2.8 Sharing administrative expenses incurred pursuant to this Master IGA.

3.2.9 Policies & procedures.

3.2.10 Strategic planning.

3.2.11 Grant applications.

3.2.12 Technical coordination and planning to ensure Systems compatibility.

3.2.13 Review performance of shared resources.

3.3 **Limitation.** The Parties understand that their authority to provide in-house services to each other or to share resources is limited and that any joint or cooperative effort under this Master IGA must be for beneficial projects that are within each of the Parties' statutory authority and mission.

Section 4. Participating Parties' Task Orders

4.1 Authorization of Task Orders. The Participating Parties may enter into a task order for any Collaborative Effort(s) ("Task Order").

4.2 Task Order Financing. Pursuant to A.R.S. Section 11-952(B)(3), Task Orders that will require expenditures by any Participating Party will include a budget and allocation of anticipated costs to the Participating Parties. A Participating Party shall not be obligated to pay costs in excess of its anticipated allocation without its written approval.

4.3 Scope. Examples of items that Task Orders may address include, but are not limited to, Parties, duration, duties and responsibilities, ownership, security and personnel requirements, authorization for access to data, capital asset control matters such as inventory and insurance coverage, contract management, shared usage parameters, hours of operation, reimbursement of costs, and accounting requirements.

4.4 Project Management. For any Collaborative Effort(s) requiring implementation planning and coordination, the Participating Parties will manage the project according to an adopted joint project management policy. For Collaborative Efforts where the Participating Parties have executed a Task Order, the joint project management policy will be set forth within the Task Order.

Section 5. Records

Each Party shall maintain accurate and complete accounting records in support of all invoicing to the other Parties in accordance with generally accepted government accounting practices, and shall provide copies of such records to the invoiced Party upon request by the invoiced Party.

Section 6. Confidential Information

6.1 Definition. "Confidential Information" means any information, whether in electronic, written, graphic, machine readable, or other tangible form of a confidential or proprietary nature including, but not limited to, system infrastructure and security information, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures.

6.2 Obligations Regarding Confidential Information. The Parties shall hold all Confidential Information in strict confidence and shall refrain from using Confidential Information received from other Parties for any purpose other than fulfillment of the receiving Party's duties under this Master IGA or an applicable Task Order. When a Party receives a public records request or subpoena seeking disclosure of Confidential Information relating to another Party or another Party's System, the Party receiving the public records request or subpoena shall promptly notify the other Party so that the other Party may have an opportunity to object to disclosure.

Section 7. Indemnification and Insurance

7.1 Indemnification. Each Party (the "Indemnifying Party") shall, to the extent permitted by law, defend, indemnify, and hold harmless, jointly and severally, the other Party and/or other Parties and each official, agent, or employee thereof (any such person being referred to herein as an "Indemnified Party") from all Liabilities (defined below) to the extent provided in the remainder of this Section 7.1. This indemnity applies to any and all losses, claims, actions, judgments, damages, expenses (including reasonable attorney fees), or liabilities ("Liabilities"), joint or several, which the Indemnified Party may be subject to in law or in equity, but only to the extent that such Liabilities arise out of or based upon the negligent or intentional misconduct of the Indemnifying Party. Where bodily injury, personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of two of the Parties or all the Parties, each Party's duty of indemnification will be in proportion to its allocable share of such joint negligence or misconduct.

7.2 Insurance. Each Party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of that Party and its authorized representatives arising out of and in connection with that Party's use or occupancy of the facilities. This insurance shall include coverage of the liability assumed under the indemnification provisions of this Master IGA. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other Parties to this Master IGA as additional insureds, a copy of which shall be provided at Master IGA execution and thereafter to the other Parties upon request. Each Party shall maintain worker's compensation insurance as required by statute and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, which may consist of self-insurance. All insurance policies shall provide that the policies cannot be canceled, renewed, or limited in scope of coverage or limits until and unless the insurer endeavors to provide thirty (30) calendar days' prior notice to the other Parties.

7.3 Self-Insurance. Notwithstanding the provisions of Section 7.2, the obligations of the Parties, with respect to the insurance specified in this Section 7 may be satisfied by the existence of a self-insurance program containing the same coverage and limits specified herein with respect to third-party insurance. The aforementioned requirement to name other Parties as additional insureds shall not apply with respect to self-insurance. Furthermore, Parties self-insuring under this Section 7.3 need not secure any formal endorsement providing that the policies cannot be canceled, renewed, or limited in scope of coverage or limits until and unless the insurer endeavors to provide thirty (30) calendar days' prior notice to the other Parties; however, such Parties agree to provide thirty (30) calendar days' prior notice to the other Parties in the event that applicable self-insurance programs are canceled, renewed, or limited in scope of coverage or limits.

Section 8. Notices

8.1 Notices. All notices given, or to be given, by any Party to another Party or to the other Parties shall be given in writing and either delivered: (i) in person; (ii) by registered or certified mail; (iii) by overnight commercial air courier or express service; or (iv) by email, so long as a hard copy of the notice is sent as provided by one of the methods set forth in (i) through (iii) of this paragraph. All notices shall be addressed to the Party at the address hereinafter set forth on the signatory page attached for each Party, or at such other address as any Party may designate by written notice. All notices, if sent by certified or registered mail, shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail; if delivered in person, notices shall be deemed received at the time it is personally served; if sent via overnight commercial air courier or express service, receipt shall be deemed effective one (1) day after the sending thereof; if sent via email, receipt shall be deemed effective as of the time the email is sent.

Section 9. General Provisions

9.1 Entire Agreement, Amendments. This Master IGA represents the entire agreement of the Parties with respect to its subject matter. This Master IGA shall not be changed, modified, or rescinded, except through a writing signed by all Parties.

9.2 Governing Law, Forum. It is mutually understood and agreed that this Master IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any lawsuit for the enforcement of this Master IGA, or any provision thereof, will be instituted only in the courts of the State of Arizona.

9.3 Headings Not Controlling. Headings used in this Master IGA are intended for convenience or reference only and shall not control or affect the meaning or construction of any provision of this Master IGA.

9.4 **Severability.** In the event any term or provision of this Master IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Master IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

9.5 **Nondiscrimination.** The Parties agree to comply with all provisions of applicable federal, state, and local laws related to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act.

9.6 **No Assignment.** No Party shall assign or otherwise transfer this Master IGA or its rights or duties hereunder without the prior written consent of the other Parties. Any such assignment or other transfer, either voluntary or by operation of law, shall be void.

9.7 **Surviving Provisions.** The obligations under Section 2.2 (Termination), Section 2.3 (Post-Termination – Property Disposition), Section 4 (Participating Parties’ Task Orders) Section 4.1 through 4.3, Section 5 (Records), Section 6 (Confidential Information) section 6.1 through 6.2, Section 7 (Indemnification and Insurance) Section 7.1 through 7.3, Section 9.1 (Entire Agreement, Amendments), Section 9.2 (Governing Law, Forum), Section 9.3 (Headings Not Controlling), Section 9.4 (Severability), this Section 9.7 (Surviving Provisions), and any other Section which reasonably should survive, shall survive expiration or other termination of this Agreement.

9.10 **Force Majeure.** Any Party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the Party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, or embargoes.

9.11 **Continuation of Master IGA.** If any Party’s participation in this Master IGA terminates, all rights and duties under this Master IGA shall continue in full force and effect with respect to the remaining Parties to this Master IGA without further action.

9.12 **Authorized Representatives: Counterparts.** Authorized representatives shall sign this Master IGA on behalf of their respective Parties. This Master IGA may be signed in counterparts and the original signatures of all authorized representatives and of their attorneys may appear on separate signature pages.

9.13 **Timing of Notice and Acts.** If any act is required to be performed or notice given on a date which is a Saturday, Sunday or legal holiday recognized by the State of Arizona, the act or notice shall be performed or given on the next succeeding business day. Days herein shall include Saturdays, Sundays, and weekdays, except that as used herein the term “business day” shall exclude any day that is a Saturday, Sunday or legal holiday of the State of Arizona.

9.14 **Time of the Essence.** The Parties specifically agree time is of the essence of with respect to this Agreement and all provisions, obligations and conditions herein.

Section 10. Dispute Resolution

10.1 **Dispute Resolution.** Should any dispute arise in relation to this Master IGA or a Task Order, the Parties who are party to such dispute must make a good faith effort to reconcile such dispute through informal negotiation before filing an action in any court.

10.2 Default. A default occurs under this Master IGA when a Party breaches a material term or provision of this Master IGA or of a Task Order.

10.3 Notice. If a Party fails to cure its default within thirty (30) calendar days following receipt of written notice from another Party, that Party shall be considered in default.

10.4 Default Procedures. Upon the default by a Party, the Parties may, with the approval of the process by their governing bodies, refer the matter to non-binding mediation. The initiation of non-binding mediation shall not in any way impair the right of the non-defaulting Party(ies) to file a claim under Arizona Revised Statutes § 12-821.01 and that statute shall be tolled for the period from the date of the approval of the governing bodies to mediate until the date that the mediation is complete.

10.5 Attorney Fees. In the event of any litigation instituted under this Master IGA or a Task Order, the successful Party to any such action (whether or not prosecuted to judgment) shall recover from the other Party(ies) reasonable attorney fees and court costs as determined by the court.

[Signature pages to follow.]

IN WITNESS WHEREOF, the below-referenced Party has caused this Master IGA to be executed in counterpart.

PINAL COUNTY

Date: _____

By _____
Chairman, Board of Supervisors

Printed Name

ATTEST:

Clerk of Board of Supervisors

Printed Name

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the County of Maricopa

County Attorney

Printed Name