CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

CC: 10R
Amend No. _____

Date Prepared: March 24, 2008

Council Meeting Date April 15, 2008

TO: Terrence L. Ellis, City Manager

FROM: Stephen L. Bontrager, Utilities Director

PREPARED BY: Linda Bezy-Botma, Utility Operations Manager

SUBJECT: Approve an Intergovernmental Agreement (IGA) among members of the Arizona Water and Wastewater Agency Response Network (AZWARN).

RECOMMENDATION:
That the Mayor and City Council approve an Intergovernmental Agreement that would provide mutual aid between municipalities, townships, districts, and public agencies, to co-ordinate response activities during Water and Wastewater Emergencies.

SUMMARY:
Emergencies may overwhelm the ability of any utility to adequately meet the service needs of its customers. These emergencies may require additional personnel, equipment, services, or supplies that are not routinely available. The utilities in Arizona have met to establish an intrastate mutual assistance program called Arizona Water and Wastewater Agency Response Network (AZWARN).

Members of AZWARN sign a mutual aid agreement that provides procedures to notify members of a need for assistance and request resources. The agreement also provides a mechanism for compensation for resources, as well as creates a steering committee to guide implementation of this agreement.

Each member will identify an authorized designee that provides contact information, and he or she may request assistance from any AZWARN member in the event of an emergency. The authorized designee also has discretion as to the availability of resources, a choice of providing assistance, and the right to withdraw assistance after a twenty-four hours notice. The Utilities Director will serve as the authorized designee for the City of Peoria.

Assistance provided under this agreement, will be consistent with the National Incident Management System (NIMS). Reimbursement will be according to the Federal Emergency Management Agency (FEMA) schedule of equipment rates unless different

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CITY CLERK USE ONLY:
- o **Consent Agenda**
- o **Carry Over to Date:**_____
- o **Approved**
- o **Unfinished Business (Date heard previous:_____)**
- o **New Business**

ORD. #_____ **RES. #**
LCON# 12308 **LIC. #**
Action Date:

REV. 10/99

rates have been submitted to the AZWARN Board or the requesting and responding members agree to different rate amounts in writing.

The Office of the City Attorney participated in the drafting and review of the IGA. Upon approval of this Intergovernmental Agreement by Mayor and City Council, Peoria will become a Member of the Arizona Water and Wastewater Agency Response Network ("AZWARN"). The agreement will become effective on the Secretary of State recorded date. The IGA will be terminated on June 30, 2020, unless extended. Mayor and City Council may terminate its participation in this agreement through a resolution.

Attachment: The Arizona Water and Wastewater Agency Response Network Mutual Aid Agreement

MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK

This Agreement is made and entered into by and among Municipalities, Municipal Corporations Counties, Districts and Public Agencies that have executed this Agreement to better respond to water and wastewater emergencies.

RECITALS

WHEREAS, municipal corporations within Arizona are authorized to own and operate water distribution and wastewater collection and treatment systems pursuant to A.R.S. § 9-511, and;

WHEREAS, Domestic Water and Wastewater Improvement Districts are authorized to operate water and wastewater facilities pursuant to A.R.S. § 48-909 and A.R.S. § 48-1011 et seq.;

WHEREAS, Pima County is authorized to own and operate a wastewater collection and treatment system pursuant to A.R.S. § 11-264, and;

WHEREAS , Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to look for opportunities to cooperate with local governments, Tribal entities, and federal agencies to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement are authorized to enter into intergovernmental agreements pursuant to A.R.S. § 11-952, and;

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with a "Local Emergency" a "Government-Declared State of Emergency" or a "Utility emergency" and may require the assistance of another member or other members (collectively, "Member");

WHEREAS, It is desirable that the manner of financing such cooperative undertakings be resolved in advance of such Emergency; and

WHEREAS, it would be beneficial to have established a plan and procedures in case of Emergencies;

WHEREAS; separate from this Agreement, state resources will be made available in accordance with A.R.S. § 35-192; A.R.S. § 26-303(E) and A.R.S. § 26-311;

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

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AGREEMENT

Article 1. Purpose

The Members recognize that Emergencies may overwhelm the ability of a water and or wastewater utility to provide services to its customers. These Emergencies may require assistance in the form of personnel, equipment, services, and supplies from outside the area of the impact of the Emergency. Therefore, the Arizona Water and Wastewater Agency Response Network ("AZWARN") Member utilities hereby establish within the State of Arizona an Intrastate Program for Mutual Assistance ("Mutual Assistance Program") and create a statewide Arizona Water and Wastewater Agency Response Network ("AZWARN"). Through the Mutual Assistance Program and AZWARN, the Members will coordinate response activities and may share resources during Emergencies. This Agreement sets forth the procedures for the administration of this Mutual Assistance Agreement and AZWARN.

Article 2. Scope

The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Requesting Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) create AZWARN to implement this Agreement.

Article 3. Definitions

3.1 **Agreement** means this document, the Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network and changes of the agreement as approved by its Members.

3.2 **Associate:** Any non utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and do not officially sign the AZWARN agreement.

3.3 **Authorized Designee** means an employee of a Member that is authorized by the Member's Governing Body to request assistance, offer assistance, or declare Utility Emergencies under this Agreement.

3.4 **AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.

3.5 **AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives. The AZWARN Board shall be formed after the AZWARN Membership exceeds twenty (20).

3.6 **AZWARN Chairperson** means the Member Representative elected by a majority vote of AZWARN. This person is responsible for chairing AZWARN meetings, giving notices as required by this Agreement and is authorized to execute actions approved by Resolutions of AZWARN.

3.7 **Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.

3.8 **Coordinator** means a person assigned by AZWARN to provide services as directed by AZWARN such as managing a website, special communication hub, or grant management.

3.9 **Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.

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3.10 **District** means a domestic water improvement district or domestic wastewater improvement district created pursuant to A.R.S. § 48-1011 et seq.

3.11 **Emergency** means a Local Emergency, pursuant to A.R.S. § 26-301(9) or a Governor Declared State Emergency, pursuant to A.R.S. § 35-192 or a Utility Emergency as defined in this Agreement. (Note A.R.S. § 34-604, Emergency Procurement).

3.12 **Governing Body** means the legislative body (e.g., city council, board of supervisors, district board or State agencies) elected to manage the affairs of the municipality, municipal corporation, district, county or Public Agency with statutory authority to enter into Mutual Aid Agreements.

3.13 **Governor-Declared State Emergency** means a situation where the Governor has declared a state of emergency following a determination of the "existence of conditions of disaster or of extreme peril to the safety of persons or property within the state caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake or other causes, except those resulting in a state of war emergency, which are or are likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city or town, and which require the combined efforts of the state and the political subdivision," pursuant to A.R.S. § 35-192.

3.14 **Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.

3.15 **Local Emergency** means the "existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of a county, city, or town, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of such political subdivision as determined by its Governing Body and which require the combined efforts of other political subdivisions" pursuant to A.R.S. § 26-301(9).

3.16 **Member** means a participating governmental entity in the AZWARN.

3.17 **National Incident Management System (NIMS)** means the national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

3.18 **Period of Assistance** means a specified period of time when a Responding Member assists a Requesting Member. It begins with the Requesting Members' notice of acceptance of aid and ends when either the Responding Member or Requesting Member terminates the aid pursuant to notice provisions of this Agreement.

3.19 **Private Utility** means a water or wastewater distribution, collection or treatment facility or system which is not owned or operated by a Governing Body, Municipal Corporation or Water or Wastewater District.

3.20 **Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.

3.21 **Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.

3.22 **Utility** means an Arizona water or wastewater distribution, collection or treatment facility or system owned by a Governing Body, or a municipal corporation, or an Arizona water or wastewater company who is contracting with or licensed by a Governing Body to provide services.

3.23 **Utility Emergency** means an incident or event beyond the capability of a member utility but does not amount to or require the need of a declaration of emergency by the Mayor, Chairman of the Board of Supervisors, or the Governor of the State of Arizona. This emergency is declared by the utility's Authorized Designee. (Note: A.R.S. § 34-604, Emergency Procurement).

Article 4. Implementation

4.1 This Agreement will be implemented through AZWARN. Each Member to the Agreement will select a Member representative who will each have one vote. The Member representatives will elect a Chairperson. When Membership exceeds twenty (20), AZWARN will elect eight (8) Member

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representatives to the AZWARN Board. The Chairperson and each AZWARN Board Member will have one vote for Board business. Until such time as membership exceeds twenty (20) Members, AZWARN will serve as the Board.

4.2 AZWARN will meet annually to review this Agreement as well as emergency preparedness and response procedures, recommending changes when necessary. AZWARN Member representatives, and subsequently the AZWARN Board, will adopt resolutions, policies, procedures and by-laws. AZWARN Member representatives will facilitate, plan and coordinate emergency planning, response activities, and training exercises under this Agreement. AZWARN Member representatives will also determine budget and funding options.

Article 5. Funding

5.1 The AZWARN Board will be responsible for developing and adopting an annual budget and establishing funding sources.

5.2 The AZWARN Board may authorize a Member or Associate to accept grants, gifts and other sources of funds on behalf of the interests of AZWARN. Implementation of this Agreement may be funded by annual contributions necessary to meet costs of administration and sustaining this Agreement.

Article 6. Procedures for Requesting Assistance

6.1 Member Responsibility. Each Member will identify an Authorized Designee or the Authorized Designee's delegate to provide contact information, including 24 hour contact, and maintain relatively current resource information made available by the utility for mutual assistance response.

6.2 Requests for Assistance. In the event of an Emergency, a Member's Authorized Designee may request mutual assistance from any other Participating Member(s). The request for assistance may also be transmitted to the Coordinator. Requests for assistance may be made orally or in writing. When made orally, the request for assistance will be followed by a written request as soon as practicable but no more than (10) working days after the oral request was made. Specific protocols for requesting assistance will be provided in the **AZWARN Operational Plan.**

6.3 Response to a Request for Assistance. After a Member receives a request for assistance, the Authorized Designee evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Designee will notify, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member will: (1) notify the Requesting Member about the type of available resources; (2) notify the Requesting Member of the approximate arrival time of such assistance; (3) inform Requesting Member of any special requirements needed to utilize the resources; and (4) inform Requesting Member if there are any variations from the reimbursement provisions of this Agreement. Acceptance of this offer of assistance by the Requesting Member commences the Period of Assistance.

6.4 Discretion of Responding Member. Execution of this Agreement does not create any duty to provide assistance. When a Member receives a request for assistance, the Authorized Designee will have absolute discretion as to the availability of resources and choice of providing assistance. An Authorized Designee's decisions on the availability of resources will be final and not subject to legal challenge.

6.5 Right to Withdraw. The Responding Member's Authorized Designee retains the right to withdraw some or all of its resources upon 24 hours notice. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Designee.

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Article 7. Responding Member Personnel

7.1 National Incident Management System. Assistance provided under this Agreement will be consistent with the National Incident Management System (NIMS).

7.2 Control. Personnel sent by a Responding Member will remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Designee will coordinate response activities with the designated supervisor(s) of the Responding Member(s).

7.3 Food and Shelter. The Requesting Member will supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter to Responding personnel, the Responding Member's designated supervisor is authorized to purchase the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Arizona. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

7.4 Communication. The Requesting Member will provide or make arrangements for appropriate communication equipment for Responding Member personnel.

7.5 Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Article 8. Reimbursement

Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for each of the following categories of costs that Responding Member incurred while providing aid during the specified Period of Assistance. If an alternative fees schedule is necessary for a Member, alternative fee schedules will be submitted upon signing this Agreement.

8.1 Personnel. Requesting Member will pay Responding Member for work completed by Responding Member personnel during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Reimbursement must include all personnel costs, including salaries or hourly wages (including overtime and backfill), costs of fringe benefits, and indirect costs when reimbursing Responding Member. If a Responding Member uses rates different from these costs, the fee schedule may be attached to the signed agreement and submitted to the AZWARN Board.

8.2 Equipment. The Requesting Member will reimburse the Responding Member for the use of equipment during a specified Period of Assistance. Requesting Member will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates those rates may be attached to the signed agreement and submitted to the AZWARN Board. In the event of equipment not included in the schedule of equipment rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. The Requesting Member and Responding Member must mutually agree, in writing, on rates prior to Responding Member's dispatch of equipment.

8.3 Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member will not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. The Responding Member and Requesting Member will treat reusable supplies that are returned to the Responding Member with damage as expendable supplies for purposes of cost reimbursement.

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8.4 Reimbursement Procedures. The Responding Member must provide an itemized invoice to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member will submit the itemized invoice to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance. The Requesting Member will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that Responding Member leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

8.5 Reimbursement Procedures by the State. It is expressly understood that when Responding Members provide aid under this Agreement to the Requesting Member, the State may reimburse the Requesting Member for eligible costs as appropriate.

8.6 Excess Costs. The Requesting Member will reimburse the Responding Member for actual excess costs incurred by Responding Member for required backfill or coverage.

8.7 Personnel Compensation and Insurance. The Requesting Member and the Responding Member will be responsible for all compensation and insurance coverage of their respective employees and equipment, if any, involved with mutual aid and consistent with A.R.S. § 26-314.B.

Article 9. Water Rights

This Agreement will not affect water rights nor create any transfer of water rights. Members do not intend that this Agreement will serve as a means of drought relief. Drought will not be considered an Emergency under the terms of this Agreement.

Article 10. Private Utilities

10.1 A participating Member may request assistance for a Private Utility or provide assistance from a Private Utility to a requesting Member pursuant to this Agreement under the following conditions: the Member must have a valid contract with the Private Utility that is consistent with the terms and conditions of this Agreement and the Member will agree to assure substantial compliance by the Private Utility with the terms and conditions of this Agreement. The Member may make substantial compliance a term of their contract with the Private Utility.

10.2 For purposes of this Agreement, the participating Member's Authorized Designee shall act as the representative of the Private Utility.

Article 11. Protected Information, Statewide Critical Infrastructure and Disclosure

To the extent permitted by the Statewide Critical Infrastructure Information System Disclosure Law, A.R.S. § 41-1803 et seq., the Arizona Public Records Law, A.R.S. § 39-101 et seq., and other applicable laws, all Members will maintain the strictest confidence and will take all reasonable steps necessary to prevent the disclosure of any protected information disclosed under this Agreement. If any Member, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any protected information disclosed under this Agreement, the Member will immediately notify the owner of the protected information and will take all reasonable steps necessary to prevent the disclosure of this information by asserting all applicable rights and privileges with respect to such information and will cooperate fully in any judicial or administrative proceeding relating thereto.

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Article 12. Dispute Resolution

12.1 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Members agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

12.2 Mediation Procedure. Mediation will take place in a location agreed to by the Members, will be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Members.

- **12.2.1 Commencement of Mediation.** Either Member may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other Member or Members a written notice (the "Mediation Notice") calling on the other Member or Members to proceed to mediation. The Member or Members who have received a Mediation Notice will contact the Member calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.
- **12.2.2 Mediator Selection.** Unless the Members agree otherwise, the Members will select the one or more mutually acceptable trained mediator(s) within fourteen 14 days of the confirmation of receipt of Mediation Notice.
- **12.2.3 Fees and Costs.** Each Member agrees to bear its own fees and costs to participate in mediation. The Members will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Members will share equally the mediators' fees and mediation expenses.
- **12.2.4 Subsequent or Contemporaneous Contracts.** The Members will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the Members otherwise.

12.3 Participation in Mediation. The Members agree to encourage participation in mediation by all relevant Members. The Members will not be obligated to mediate if a Member who is needed to fully resolve dispute is unwilling to join.

12.4 Waiver. This section does not constitute a waiver of the Members' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

Article 13. Indemnification

Each Member (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Member (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 or 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 indemnification shall survive termination of this Agreement or the termination of the participation of any of its Members

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Article 14. Worker's Compensation Claims

Each Member will be responsible for any injuries which may occur to their own personnel during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Member will be deemed the primary employer and will have sole responsibility for the

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payment of worker's compensation benefits to its respective employees. Each Member will comply with the notice provisions of A.R.S. § 23-1022(E).

Article 15. Notice of Claim or Suit

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement will provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Article 16. Insurance

Each Member will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

Article 17. Effective Date; Term

17.1 Effective Date. This Agreement will become effective for each Member after approval by its Governing Body and on the date it is recorded with the Secretary of State (the "Effective Date").
17.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2020 unless extended. Upon termination any involved property shall revert to the original owner unless conveyed to another participant pursuant to the terms of this Agreement.

Article 18. Withdrawal

Any Member may terminate its participation in this Agreement through a resolution of its Governing Body which gives notice of termination of participation in this Agreement and by filing a certified copy of such resolution with the Secretary of State and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the filing of such resolution. The termination by one or more of the Members of its participation in this Agreement will not affect the operation of this Agreement as between the other Members thereto.

Article 19. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Member may withdraw from this Agreement if for any reason the Member's Governing Body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Member will have no further obligation to the other Members other than for payment for services rendered prior to withdrawal.

Article 20. Prohibition of Third Parties and Assignment of Rights and Duties

20.1 This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited.

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20.2 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not Members or affect the legal liability of any Member by imposing any standard of care different from the standard of care imposed by law.

Article 21. Other Mutual Aid and Assistance Agreements

Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements, including those with Tribal governments. The Members may negotiate mutual aid agreements with Tribal government as appropriate

Article 22. Americans with Disabilities Act

Each Member will comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Article 23. Non-Discrimination

No Member will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Member duties pursuant to this Agreement. Each Member will comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement by reference, as if set forth in full herein.

Article 24. Compliance with Laws

Each Member will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Members, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

Article 25. Entire Agreement

This document constitutes the entire agreement among the Members pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, altered or extended except through a written amendment approved by the Members' Governing Bodies and recorded with the Arizona Secretary of State.

Article 26. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Member. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Member under this Agreement.

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Article 27. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Article 28. Severability

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

Article 29. Execution Procedure

This Agreement will be executed in counterparts by the Governing Body of each Member. Upon execution, the counterpart will be filed with the Secretary of State.

Article 30. Responsibility of the State of Arizona

Nothing within this Agreement limits or restricts the duties and obligations of the State of Arizona to respond to the Emergency of any Member.

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MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
County Signature Page

_____ COUNTY

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____
Chair, _____County Board of Supervisors Date_____

ATTEST_____
Clerk of the Board _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

_____
Deputy County Attorney _____ Date _____

_____County

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MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK

City Signature Page

City of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____

Mayor, _____ City of _____ Date _____

ATTEST _____
City Clerk _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled city has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

_____

City Attorney _____ Date _____

City of _____

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MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
Town Signature Page

Town of _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____

Mayor, _____ City of _____ Date _____

ATTEST _____
Town Clerk _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled town has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

_____

Town Attorney _____ Date _____

Town of _____

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MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
District Signature Page

District _____

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction in the Agreement by formal approval of the jurisdiction's Governing Body.

_____
Director, _____ Date_____

ATTEST_____
Director, District _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled District has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

_____
General Counsel, _____ Date_____

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MUTUAL AID AGREEMENT
AN INTERGOVERNMENTAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
Public Agency Signature Page

State of Arizona

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid Agreement, an Intergovernmental Agreement among Members of the Arizona Water and Wastewater Agency Response Network on a separate signature page. The signor warrants that he or she has been duly authorized to commit the Agency in the Agreement.

_____
Director,_____ Department of _____Date _____

ATTEST_____
Director Department of _____ Date _____

Date of formal approval by Governing Body: _____
Date

Pursuant to A.R.S. § 11-952(D), the attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State.

_____
Attorney General, State of Arizona, _____ Date_____

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