



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 19, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

AZWARN MUTUAL AID AGREEMENT (AZWARN MAA) AMONG MEMBERS OF THE ARIZONA WATER AND WASTEWATER AGENCY RESPONSE NETWORK (AZWARN).

***Project Title/Description:**

AZWARN Mutual Aid Agreement or AZWARN MAA

***Purpose:**

The AZWARN MAA 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 AZWARN Member utilities intend to reestablish within the State of Arizona an Intrastate Program for Mutual Assistance ("Mutual Assistance Program") and the 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.

Upon Pima County BOS approval, this AZWARN MAA will supersede Pima County's current AZWARN MAA (Resolution No. 2008-100, AZWARN IGA Mutual Aid Agreement - CTN 12*275). AZWARN has approved a new Mutual Aid Agreement. The new Agreement allows water and wastewater utilities, both public and private, to participate in AZWARN. The new Mutual Aid Agreement becomes effective for each member on March 30, 2019 or upon approval by its governing body, whichever comes later.

***Procurement Method:**

This Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

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. This AZWARN MAA: (1) provides procedures to notify Members of the need for assistance; (2) provides procedures for Members to request assistance; (3) provides a mechanism for compensation for resources; and (4) continues AZWARN as redefined herein to implement this Agreement.

***Public Benefit:**

AZWARN is a statewide mutual assistance program between water and wastewater utilities. This volunteer based network allows utilities to help one another in times of emergency when the resources of a utility are overwhelmed. The foundation of the network is a signed mutual aid agreement between all participating utilities. The network provides member utility contact information and resource listings for use in emergencies. Pima County is a founding Member of AZWARN (2008). This Agreement is made and entered into by and among Municipalities, Municipal Corporations, Counties, Districts, Public Agencies and Private Water and Wastewater Utilities that have executed this Agreement to better respond to water and wastewater emergencies.

***Metrics Available to Measure Performance:**

N/A

***Retroactive:**

No

Revised 5/2018

TO: COB 2-4-2019 (2)
vers. 1 PSS: 16

Page 1 of 2

Procure Dept 02/01/19 PM02:46

Contract / Award Information

Document Type: CTN Department Code: WW Contract Number (i.e.,15-123): 19*126
Effective Date: 03/30/2019 Termination Date: 06/30/2030 Prior Contract Number (Synergen/CMS): CTN12*275
☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ 0.00

*Funding Source(s) required: Enterprise Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Rita Mercer

Department: Regional Wastewater Reclamation Department Telephone: 520-724-6359

Department Director Signature/Date: [Signature] 1/31/19

Deputy County Administrator Signature/Date: [Signature] 2/1/19

County Administrator Signature/Date: [Signature] 2/1/19

(Required for Board Agenda/Addendum Items)

**AZWARN
MUTUAL AID AGREEMENT
(AZWARN MAA)
AMONG MEMBERS OF
THE ARIZONA WATER AND WASTEWATER
AGENCY RESPONSE NETWORK**

(Effective March 30, 2019 - Supersedes all prior versions and AZWARN Agreements)

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

RECITALS

WHEREAS, the Arizona Water and Wastewater Agency Response Network ("AZWARN") was created by its member agencies on or about March, 2008; and

WHEREAS, the Members desire to enter into a new agreement to further clarify the relationship among them and to provide a mechanism whereby additional entities, including private water and wastewater utilities, can join the AZWARN, pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, Members of the AZWARN recognize the value of cooperative efforts in responding to water and wastewater utility emergencies and intend to cooperate to meet the need for mutual aid in emergencies; and;

WHEREAS, the signatories to this Agreement recognize that it would be beneficial to have established a plan and procedures in case of emergencies; and

WHEREAS, the signatories to this Agreement are authorized to enter into mutual aid agreements pursuant to A.R.S. §26-301 et seq.; and

WHEREAS, one or more members to this Agreement may find it necessary to utilize all of their own resources to cope with an emergency and may require the assistance of another member or other members; and

WHEREAS, pursuant to A.R.S. §26-309, this Agreement is required to address the manner of financing such cooperative undertakings in advance of such emergency; and

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

AGREEMENT

Article 1. Purpose and Scope

1.1 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 re-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.

1.2 Scope: The scope of this Agreement is to (1) provide procedures to notify Members of the need for assistance; (2) provide procedures for Members to request assistance; (3) provide a mechanism for compensation for resources; and (4) continue AZWARN as redefined herein to implement this Agreement.

Article 2. Definitions

- 2.1 Agreement** means this Mutual Aid Agreement, among Members of AZWARN and amendments of the agreement as approved by its Members.
- 2.2 Associate:** Any non-utility participant, approved by the AZWARN Board, which provides a support role for the AZWARN program. These participants are nonvoting and are not a Party to this Agreement.
- 2.3 Authorized Designee** means an employee of a Member that is authorized by the Member's governing body to request assistance, offer assistance, or declare emergencies under this Agreement.
- 2.4 Authorized Executive** means the Member official or officer with the authority to enter into contracts and agreements.
- 2.5 AZWARN (Arizona Water and Wastewater Agency Response Network)** means an organizational body of Member representatives. Each Member has one representative.
- 2.6 AZWARN Board** means the Chairperson and eight other Member representatives elected at large among AZWARN Member representatives.
- 2.7 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.
- 2.8 Backfill** means the salary of replacement personnel who perform the regular duties of other personnel who are deployed under this mutual aid agreement.
- 2.9 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.
- 2.10 Costs** mean the actual expenditures of funds by Responding Member, including backfill and indirect costs.
- 2.11 Emergency** means any event, natural or man-made, that is, or is likely to be, beyond the available services, personnel, equipment and facilities of an AZWARN Member.

- 2.12 Governing Body** means the authoritative body (e.g., city or town council, board of supervisors, district board, state agencies, or board of directors) elected, appointed, or hired to manage the affairs of the Member with appropriate authority to enter into this Agreement.
- 2.13 Indirect Costs** means 10% of the total expenditures of funds by the Responding Member.
- 2.15 Member** means a participating entity or agency in the AZWARN.
- 2.16 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.
- 2.17 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.
- 2.18 Requesting Member** means a Member who requests assistance in accordance with the terms and conditions of this Agreement.
- 2.19 Responding Member** means a Member that responds to a request for assistance in accordance with the terms and conditions of this Agreement.

Article 3. Implementation

- 3.1** 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 and eight (8) Board Members. The existing Board and Chairperson under the original AZWARN agreement shall act as the Board and Chairperson under this Agreement until such time as the Members meet and elect a new Board and Chairperson. Provided, no person shall serve as a Board Member or Chairperson unless the Agency or Entity which he or she represents has adopted this Agreement. The Chairperson and each AZWARN Board Member will have one vote for Board business. At any time that membership in AZWARN does not exceed twenty (20) Members, a representative from each of the existing Members of AZWARN will serve as the Board instead.
- 3.2** AZWARN Member representatives will meet annually to elect a Chairperson, Board and Officers, review this Agreement as well as facilitate, plan and coordinate emergency planning, response activities, and training exercises under this agreement.
- 3.3** The AZWARN Board, will adopt resolutions, policies, procedures, operational plans and by-laws. Any existing resolutions, policies, procedures, operational plans, or by-laws from the original AZWARN shall be automatically adopted for this Agreement until changed or modified as provided herein.
- 3.4** Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, notwithstanding the language herein, the Deputy Director of the Arizona Department of Emergency and Military Affairs (DEMA) may at his or her discretion assume complete command and control over the response to the event in issue, as well as complete control over the training, coordinating, and planning in preparation for the same, to the extent

allowed and authorized in A.R.S. §§26-301-308. Said authority supersedes any grant of authority or decision making as set forth in this Agreement.

Article 4. Funding

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

4.2 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 voluntary annual contributions necessary to meet costs of administration and sustaining this Agreement.

Article 5. Procedures for Requesting Assistance

5.1 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.

5.2 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 AZWARN Coordinator. Requests for assistance may be made orally or in writing. When made orally, the request for assistance shall 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 approved by the AZWARN Board.

5.3 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 the Requesting Member of any special requirements needed to utilize the resources; and (4) inform the 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.

5.3.1 Any Period of Assistance commencing prior to the effective date of this Agreement but continuing until after the effective date of this Agreement shall be considered to be subject to the terms of this Agreement for the entire period unless either the Requesting Member or the Member receiving assistance has not adopted this Agreement in which case the agreement in place between the Members at the time of commencement of the Period of Assistance shall be controlling. Whenever the Governor declares a State emergency or disaster, or if a request for assistance is made to DEMA under this Agreement, all requests for assistance to DEMA and associated procedures/plans must conform to A.R.S. § 26-301 *et. seq.*

5.4 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.

5.5 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. In the event any unsafe conditions pose a threat to personnel or equipment, the Responding Member may withdraw any or all of its resources upon notice.

Article 6. Responding Member Personnel

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

6.2 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). Under no circumstances shall an employee of a Responding Member be considered an employee of a Requesting Member.

6.3 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 by the Requesting Member.

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

6.5 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 7. Reimbursement

7.1 Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for costs as outlined in 7.2 through 7.4 that Responding Member incurred while providing aid during the specified Period of Assistance.

7.2 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.

7.3 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. In the event of the use 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.

7.4 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.

7.5 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.

7.6 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 8. Water Rights

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

Article 9. Protected Information, Statewide Critical Infrastructure and Disclosure

9.1 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. It is the responsibility of the owner of the protected information to mark, label, or otherwise identify what is protected information. 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 giving the owner the opportunity to take necessary steps to protect the information. The Member 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.

Article 10. Dispute Resolution

10.1 If any controversy or claim arises out of or relating to the Agreement, including but not limited to an alleged breach of the Agreement, Members are encouraged to first resolve the dispute amongst themselves through informal dispute resolution and then non-binding mediation if necessary. Members may agree on other escalating forms of dispute resolution. This provision does not waive any right of any party to file the claim in the appropriate court having Jurisdiction.

Article 11. Indemnification

11.1 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 (hereinafter collectively referred to as "claims"), but only to the extent that such claims both which (a) result in vicarious or derivative liability to the Indemnitee, and (b) 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. Except as otherwise provided in this paragraph 11.1, each Member will bear the risk of its own actions, as it does with its operations.

Article 12. Worker's Compensation Claims

12.1 Each Member is responsible for providing Workers' Compensation benefits and administering Workers' Compensation for its own personnel as it would in the normal course of business. 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. A.R.S. §23-1022 shall apply where applicable.

Article 13. Notice of Claim or Suit

13.1 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 14. Insurance

14.1 Each Member will 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 15. Effective Date

15.1 Effective Date. This Agreement will become effective for each Member upon the effective date set forth above or after approval by its Governing Body or Authorized Executive, whichever comes later.

15.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate June 30, 2030 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 16. Withdrawal

16.1 Any Member may terminate its participation in this Agreement through written instrument of its Governing Body or Authorized Executive which gives notice of termination of participation in this Agreement and providing a copy to the AZWARN Chairperson. This Agreement is terminated as to such Member twenty (20) days after the date received by the AZWARN Chair. 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 17. Non-Appropriation

17.1 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 18. Prohibition of Third Parties and Assignment of Rights and Duties

18.1 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.

18.2 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 19. Other Mutual Aid and Assistance Agreements

19.1 Nothing in this Agreement will limit any Member's ability to continue with, or enter into, other mutual aid or assistance agreements.

Article 20. Americans with Disabilities Act

20.1 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 21. Non-Discrimination

21.1 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 2009-9, which is incorporated into this Agreement by reference, as if set forth in full herein.

Article 22. Compliance with Laws

22.1 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. Unless preempted by applicable law, any Member entering this Agreement hereby certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel as set forth in A.R.S. § 35-393.01; however, the District Court of Arizona recently enjoined A.R.S. § 35-393.01 and until such time as the Court's injunction is stayed or otherwise lifted, the Anti-Israel Boycott Provision is unenforceable and no signatory to this Agreement will take action to enforce it.

Article 23. Entire Agreement

23.1 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, or Authorized Executives.

Article 24. Jurisdiction

24.1 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.

Article 25. Conflict of Interest

25.1 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 26. Severability

26.1 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 27. Responsibility of the State of Arizona

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

**MUTUAL AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK**

County Signature Page

PIMA COUNTY

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid 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.

Chairman County Board of Supervisors Date: _____

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

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 the State.

 Date: 1-7-19
Deputy County Attorney
PIMA County

**MUTUAL AID 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, 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: _____ Date: _____
City Clerk

Date of formal approval Governing Body: _____

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 the State.

City Attorney Date: _____

City of _____

**MUTUAL AID 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, 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, Town of _____ Date: _____

ATTEST: _____ Date: _____
Town Clerk

Date of formal approval Governing Body: _____

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 the State.

Town Attorney Date: _____

Town of _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK**
Political Subdivision Signature Page

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid 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.

_____, Board of Directors Date: _____

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

The attorney for the above entitled has determined that the foregoing Agreement is in proper form and is within the powers and authority of a political subdivision under the laws of the State.

_____, Date: _____
General Counsel

**MUTUAL AID 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, 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.

_____ Date: _____
Chairman, Board of Directors

ATTEST: _____ Date: _____
Clerk of the Board

Date of formal approval Governing Body: _____

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 the State.

_____ Date: _____
General Counsel

_____ District

**MUTUAL AID 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, 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, Department of _____ Date: _____

ATTEST: _____ Date: _____
Deputy Director

Date of formal approval Governing Body: _____

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 the State.

Attorney General
State of Arizona Date: _____

**MUTUAL AID AGREEMENT AMONG MEMBERS OF THE ARIZONA WATER
AND WASTEWATER AGENCY RESPONSE NETWORK
Private Water or Wastewater Utility**

IN WITNESS WHEREOF, the Members hereto each sign this Mutual Aid 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 Utility in the Agreement by formal approval of the Utilities' Governing Body.

BY: _____ Date: _____

Title: _____