

**OFFICIAL
COPY**

C. G. CONTRACT NO. 1016-3

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND CITY OF CASA GRANDE
FOR SHARING OF THE REGIONAL MASS NOTIFICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT dated October 24, 2016 (“**Agreement**”), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Pinal County**”) and (“**City of Casa Grande**”), a political subdivision of the State of Arizona (“**City of Casa Grande**”). Pinal County and City of Casa Grande are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Pinal County applied for and received a grant from the Arizona Department of Homeland Security for a regional mass notification system (hereinafter “the System”) which will be utilized individually by Pinal, Gila, Graham and Greenlee Counties; and

WHEREAS, Pinal County recognizes the need for local jurisdictional control of public and employee mass notifications during emergency and non-emergency incidents along with the need to make countywide and/or specific location notifications of unincorporated areas in order to be the most effective in attempts to save lives and inform people; and

WHEREAS, the jurisdictions within Pinal County operate as their own Public Safety Answering Point (PSAP) for 9-1-1 calls from their constituents and the communications center for their respective public safety agencies; and

WHEREAS, the Parties have reached an agreement on the sharing of the selected mass notification system and an understanding on the responsibilities of each Party in implementing this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of Arizona Revised Statutes (“**A.R.S.**”) § 11-952.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, hereby agree as follows:

ARTICLE 1. LICENSE AND SUPPORT

- A. Under this Agreement Pinal County agrees to:
- Provide a non-exclusive, non-transferable, non-sub licensable access to use all networks and databases that make up the System including but not limited to

Organizational Administrator rights, ability to import files and/or templates into the system for jurisdictional use, and confidential and sovereign ability for the jurisdiction to set up their portion of the system as they see fit without interference from Pinal County.

- Provide a governance document that has been agreed upon by the four participating counties listed wherein.
- Act as the Administrative Agent for the Participating Parties that have entered into the agreement with the selected third-party vendor, keep records as required by such agreement and/or by funding guidelines, and other activities necessary to administer the System on behalf of the Participating Parties.

B. Under this Agreement City of Casa Grande agrees to:

- Determine the structure of its portion of the System and set up accordingly.
- Provide assurance suitable to the County that it will not sub-lease or allow user access to any portion of the System to any group, individual or agency that is not under governmental control of that jurisdiction.
- Participate in the development of the governance document for the System.
- Abide by the governance document provided by Pinal County as well as any revisions and/or updates.

ARTICLE 2. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

A. City of Casa Grande understands and agrees that the System, related data, documentation and all other information and materials provided by Pinal under this Agreement are confidential.

B. City of Casa Grande may not, (i) transfer all or any portion of the System to a different, competing system or permit use by third parties, (ii) make copies of the system data and/or reports other than for back-up, training, testing or other internal support reasons.

C. Pinal specifically disclaims any warranty concerning the usage and functionality of the System as it pertains to the City of Casa Grande.

D. Each Party is responsible for the entry and maintenance of their data, in accordance to how they set up their portion of the System. Parties will not have access to the data nor use of the system of the other Parties to this agreement, with the exception that as the Account Administrator for the vendor of the System, Pinal County will have access throughout the entire System. Pinal County will only allow up to three (3) county employees to be trusted with Account Administrator rights.

ARTICLE 3. FINANCIAL CONSIDERATIONS

A. Pinal County shall purchase and financially maintain the licensure for the System. However, all Participating Parties are responsible for the cost of acquiring and maintaining the necessary hardware and licensed software required to operate the System and to participate in this Agreement (such as computers, laptops, tablets, cell phones, internet access, and cellular data service). Nothing included in this Agreement requires either Party to fund the activities of the other Party.

B. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind either party to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

C. The employees of each party to this Agreement will not for any purpose be considered employees or agents of the other party. Each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, direction and control. Pinal County and City of Casa Grande will be responsible for paying the full cost of employee salaries and benefits for their respective staffs in regards to any work performed under this Agreement.

D. At the request of City of Casa Grande, Pinal County agrees to provide the appropriate level of skilled staff members, if available, to assist City of Casa Grande with the implementation of the System program for City of Casa Grande, which could include training, direct support and technical assistance. Nothing in this agreement prohibits any Party from entering into contract with the System's vendor for additional training, direct support and/or technical assistance.

E. Pinal County agrees not to assess City of Casa Grande for any overhead costs for operating and maintaining the System infrastructure or housing of any equipment including, without limitation, rental fees for space, electrical and utility costs, supplies and janitorial costs.

ARTICLE 4. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 5. TERMINATION

A. This Agreement may be terminated by either Party upon thirty days written notice to the other Party.

B. Upon termination or cancelation of this Agreement, Pinal County agrees to transfer all data developed by the City of Casa Grande staff to the person designated by the (Jurisdiction) to be the administrator of said data.

ARTICLE 6. TERM

The term of this Agreement shall be two years unless either Party gives written notice of termination to the other Party as set forth in Article 6 above. Either Party to this Agreement may request a renewal of this Agreement, for one additional term of two years by the submission of written notice by each Party within sixty (60) days of the expiration of this Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

A. NOTICES: All notices to the other Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City of Casa Grande: Larry D. Rains
City Manager
510 E. Florence Blvd.
Casa Grande, AZ 85122

If to Pinal County: Tara Harmon
Public Works Administrative Secretary
P.O. Box 727

Florence, Arizona 85132

B. WAIVER OF TERMS AND CONDITIONS: The failure of City of Casa Grande or Pinal County to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

C. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

D. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, either in whole or in part. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

E. ENTIRE AGREEMENT: This Agreement and the governance document for the System represent the entire agreement between the Parties and supersede all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

G. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

H. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

I. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration.

J. WORKER'S COMPENSATION: Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

K. COMPLIANCE WITH LAWS: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder.

L. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

M. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

"Pinal County"

PINAL COUNTY, a political subdivision of
of
the State of Arizona

By: _____
Chairman of the Board of Supervisors

Dated: _____

ATTEST:

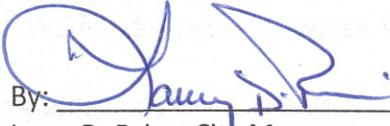
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND WITHIN THE
POWERS AND AUTHORITY OF PINAL COUNTY:

Deputy County Attorney

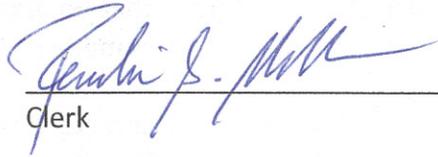
"City of Casa Grande"

CITY OF CASA GRANDE, a political subdivision
the State of Arizona

By:  _____
Larry D. Rains, City Manager

Dated: 10/24/16

ATTEST:

 _____
Clerk

APPROVED AS TO FORM AND WITH THE
POWERS AND AUTHORITY OF CITY OF CASA
GRANDE:

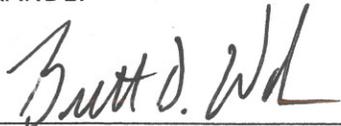
 _____
Attorney



EXHIBIT "A"



PINAL COUNTY
wide open opportunity

Everbridge Mass Notification System Governance
for Pinal, Gila, Graham and Greenlee Counties and their Users
June 2016, Version 1

Purpose and Scope: The purpose of this document is to provide a general governance structure on the administration and use of the Everbridge Mass Notification System (herein known as the “System”, as spelled out in the intergovernmental agreement that was signed by all four counties). In addition to this governance document, each county is authorized to establish additional and/or more stringent or specific written policy and/or procedures as they see fit. Any additional policies or procedures will not supersede nor conflict with this governance document or the established intergovernmental agreement as it pertains to the System. If any county allows other political jurisdictions within their boundaries to become an authorized user of the System, those entities are authorized to establish further specific written policies and/or procedures, in so long that such do not conflict with their county’s policies and procedures nor of this governance document. A county is the only entity that may grant access to the System to a political jurisdiction within their boundary.

The scope of this governance document is to provide certain minimum criteria for the System, including but not limited to: 1) description of the covered entity; 2) message drafting and approval process; 3) notification flow; and use and misuse of the System in emergent and non-emergent times.

It should also be noted that this System is just one means of providing warnings or alerts to the public or internal staff. This System should be used in conjunction with all components of a public information & warning system as necessary and dictated by each entity’s established protocols.

Activation Criteria: Each county shall determine the activation criteria for emergency notifications during a life-threatening emergency. There are any number of situations in which public alerting may be necessary. While the determination of whether a matter is a life-threatening emergency is a discretionary decision, the following criteria may help determine the need to issue an alert:

- *Severity.* Is there a significant threat to one or more individual’s life or safety?
- *Public Protection.* Is there a need for members of the public to take a protective action in order to reduce loss of life?
- *Warning.* Will providing warning information assist members of the public in making the decision to take proper and prudent actions to increase safety?
- *Timing.* Does the situation require immediate public knowledge in order to avoid adverse impact to life or safety?
- *Geographic Area.* Is the situation limited to a defined geographic area? Is that area of a size that will allow for effective use of the system, given the outgoing call capacity?
- Are other means of disseminating the information inadequate to ensure proper and timely delivery of the information?

PUBLIC WORKS DEPARTMENT

31 North Pinal Street, Building F, PO Box 727 Florence, AZ 85132

T 520-509-3555 Hours M-F 8:00 am – 5:00 pm F 520-866-6511 www.pinalcountyaz.gov



PINAL COUNTY
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Examples of possible appropriate use of the System to make notification to the public include but are not limited to the following:

- Natural disasters such as flooding, wildfires, severe weather;
- Man-made disasters such as bomb threats, hazardous materials emergencies, terrorism threats;
- Crime situations such as prisoner escapes or tactical situations;
- Search & Rescue situations involving missing children, elderly or other endangered persons;
- Evacuation notices and/or routes;
- Public health threats such as contaminated drinking water or infectious disease outbreaks.

Activation Authority: Each county shall put policy in place that determines who has the authority to request and/or activate the System, upon determination of just cause either prior to or during an incident or emergency. For the terms of this governance document, the assumption is that depending on the particular event, an incident commander may include an official from a select number of disciplines: fire, police, public health, emergency management, EMS or other public safety official. Any authorized incident commander who determines that a public message or warning needs to be sent, may request the activation of the System. Each county shall put policy and procedure into place that defines how activation will occur for both public information & warning as well as the employee notification portal for internal notifications. Such policy and/or procedure must include confirmation of the geographic area to be covered; confirmation of message content between the incident command and the authorized, trained user of the System; which officials will be notified of the activation; and who has final authority for sending the message.

Adherence to Existing Policies, Laws & Regulations: At no time will a county create a policy or procedure that is in conflict or direct violation of any Federal and State laws and/or regulations, as well as current, respective county policies. This includes but is not limited to: the use of the System for lobbying, political campaigning, or personal gain; unauthorized access to personal information; and misuse of public funds.

Authorized Users: As the System has been purchased and maintained by public funds, System access will not be allowed to any private citizen, group or non-government agency. Access will be granted to county agencies or departments, as seen fit by each county. Access to the System will be granted to political jurisdictions of each county, so long as that jurisdiction enters into an agreement with the county that follows the conditions set forth in the IGA mentioned above, this governance document and any additional terms and conditions imposed by the respective county. A county may choose to allow access to special taxing districts, if the conditions of use for the System are public safety notification in nature. Any agreement established by any county for System access must include suitable language that will allow that county to disable or discontinue access by the accepting party due to misuse or abuse of the System.

Due to the sensitive date and absolute need for control of the System, each county will determine who has access to the System as an authorized user and to what level of control or administrative rights that they have. As the county that maintains the System, Pinal County will have no more than three "Account Administrators" that have been vetted and approved by the County Manager, upon recommendation of the Public Works Director, Public Health Director, President of the Fire Chief's



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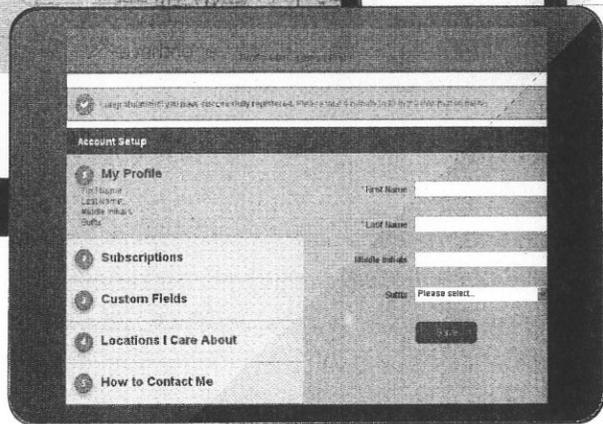
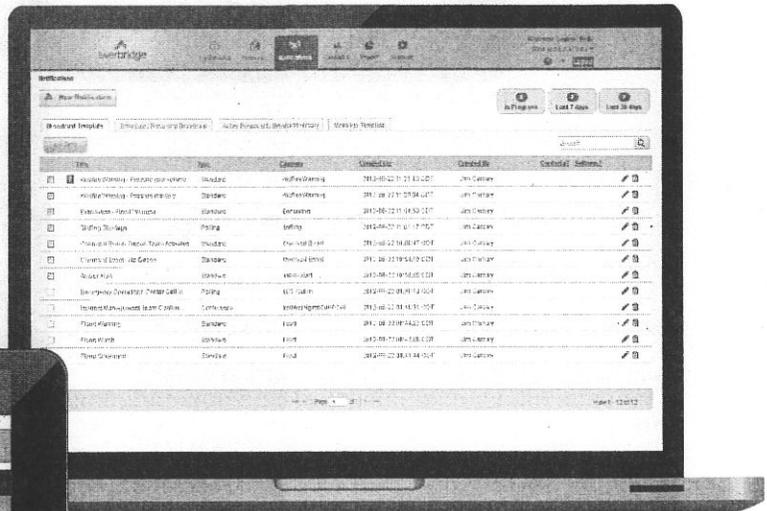
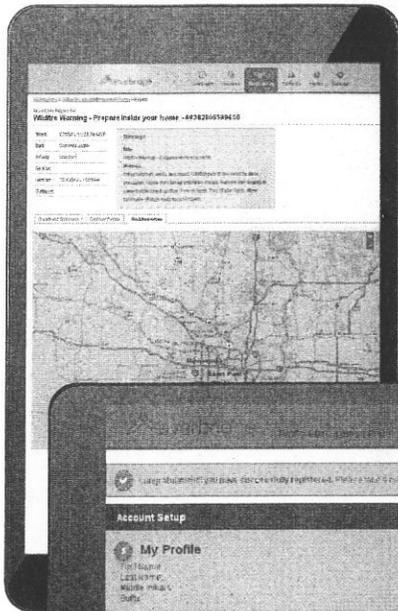
Association of Pinal County, President of the Pinal County Law Enforcement Association and the Pinal County Sheriff. These Account Administrators will work individually with each County department, political jurisdiction and special taxing district (as appropriate) to establish their specific and appropriate administrative rights and access.

Pinal County Users (to include county departments, jurisdictions and districts): Additional policy and procedure on use and activation shall be provided to each user which is subject to change without affecting this governance document and/or the established intergovernmental agreement. Individual users of the system will be required to acknowledge all policies and procedures that are a condition for access and use of the System.

Each political jurisdiction shall establish a “geo-fencing” mapping layer for their jurisdictional boundaries only by using the information provided by the Pinal County GIS Division of Information Technology.



MASS NOTIFICATION



MOBILE



TABLET



LAND LINE



TEXT MESSAGE

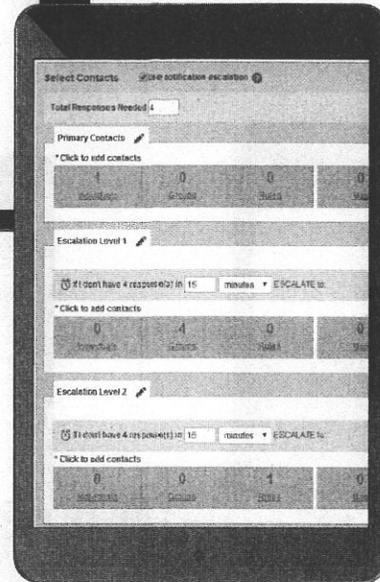
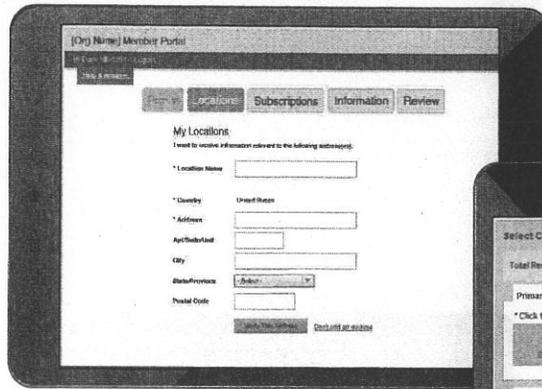


PUSH NOTIFICATION

OVERVIEW

Everbridge Mass Notification enables organizations to send notifications via 25+ contact paths to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification solution keeps your contacts informed before, during and after all events operational incidents, and emergencies. Everbridge Mass Notification features robust fields analytics, GIS capabilities, and flexible contact management. In addition, customers with global contacts can leverage a single access point to notify contacts and manage contact data across multiple distributed data stores — a unique “globally local” approach.

- + Only one page notification process and one click sending
- + Only integrated GIS mapping with unified contact data
- + Only mobile management app with integrated GIS targeting
- + Only dedicated mobile recipient application with two-way communication



ANTICIPATE, TARGET, COMMUNICATE

- + Target the individual and not the device for intelligent, personalized message delivery.
- + Escalate notifications to ensure that the next person or group is notified if the first person or group doesn't respond.
- + Broadcast messages to virtually any communications device, with support for over 25 contact paths, including desktop alerts.
- + Build events for one-click sending during incidents. Set up notification templates with predetermined contact lists and pre-defined messages for faster communications in a crisis.
- + Resend notifications to recipients or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Configure rules based on your infrastructure's capacity with flexible call-throttling capabilities.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Automatically publish notifications to public websites, Intranets, internal systems, and social media.

GEO-INTELLIGENT TOOLS

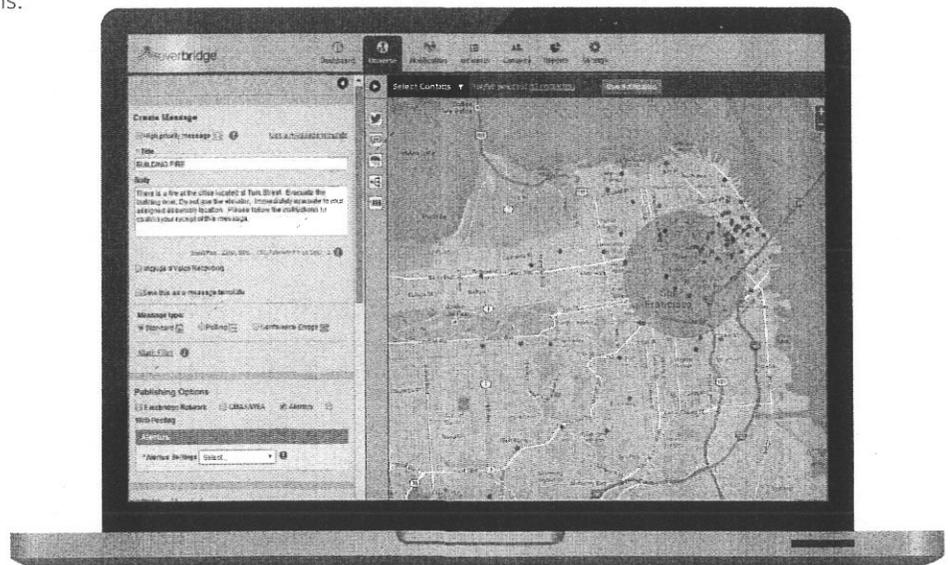
- + Send messages to recipients in a specific geographic region (zip code, street address, radius from a specific point, or other attribute) with GIS-based message targeting.
- + Specify targeted contact locations with user-friendly drawing tools, or even upload shape files from other applications for on-the-fly notifications.
- + Search for, view the locations of, and send alerts to specific contact types, including functional needs populations, fire districts, alert type subscribers, and more.
- + Use PrecisionGIS to upload and manage custom geo-coded contact addresses and also integrate custom maps for message targeting
- + Load, geo-code, and manage contact data within a single interface and in real-time.
- + Exclude specific contacts from targeted messaging, based on defined attributes, including location.

SIMPLE, INTUITIVE USER EXPERIENCE

- + Manage settings, limits, and defaults through a comprehensive and user-friendly administrator interface.
- + Import, organize and categorize contact data in a way that is meaningful to your organization.
- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Define role-based access controls for managing separate user and contact data.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores and groups from a single access point.
- + Include multiple groups and custom fields from internal systems to help with message targeting.
- + Set opt-in portals to either publicly available or private (invitation only) and allow contacts to opt-in, update, and manage their accounts - including contact information, locations they care about, alert preferences and more- through branded, customizable web-based portals.
- + Support accessibility guidelines - public and private portals are Section 508 compliant and include field-level view/read/write access controls.

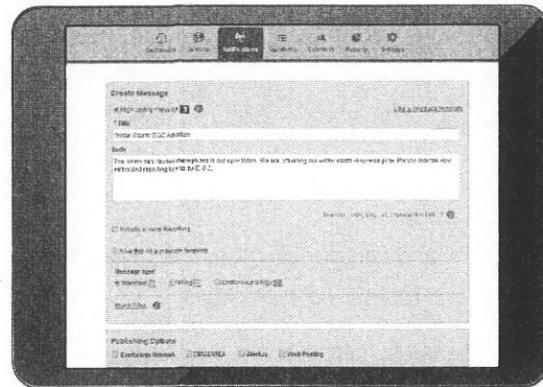
GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Truly localize communication with multilingual text-to-speech support.
- + Increase delivery success for notifications with local and regional routing.
- + Send notifications with customized caller ID's so that the number is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + Access, notify, and manage contacts stored in multiple, distributed data stores through a unified access point, making the location of data seamless to the user.
- + Meet the highest standards for regulatory requirements and handling of personally identifiable information worldwide, including encryption of data at rest, if needed.



REPORT, ANALYZE, UNDERSTAND

- + Measure your communication program's effectiveness and continually improve its efficiency with robust analytics and reporting capabilities.
- + Make quick changes and improve results with powerful, accurate incident analyses in real-time.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed notification analysis (DNA) reports for better after-action reviews, continuous improvements, and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.



ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of the full desktop application to mobile devices everywhere, even under adverse network conditions.
- + Support multi-platform smart phones and tablets, including Apple® iOS and Android™ devices.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice polling question with up to nine different responses.

THE ONLY END-TO-END PLATFORM

Planning: Everbridge is easy to set up, maintain, and organize, meaning that you're always ready for a quick, coordinated response. Everbridge ensures that the right messages get to the right people - with the most advanced opt-in portal on the market, streamlined integration with internal and external data sources, and simple group and contact management.

Assessment: When trouble strikes, you need rich insight, presented simply - so you can quickly assess potential impact and make an informed decision to avoid loss. Everbridge offers the only solution on the market that meets these demanding requirements, with the most advanced interactive dashboard in the industry.

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Response: In critical situations, ease-of-use can mean the difference between an effective response and a mistake that carries serious consequences. Everbridge is engineered to be simple to use under pressure, with a user interface that accelerates time-to-message and reduces the likelihood of errors.

Delivery: Even during large-scale disruptions, Everbridge stays on. The most advanced platform in the industry ensures that you reach your contacts - every time. And with worldwide coverage and capabilities, including globally local calling infrastructure and data storage, we're ready to support you wherever your people are in the world.



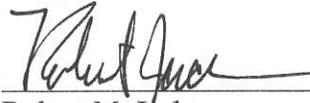
RESOLUTION NO. 5013

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF CASA GRANDE FOR THE PURPOSE OF ESTABLISHING A REGIONAL MASS NOTIFICATION SYSTEM TO BE USED BY BOTH AGENCIES.

BE IT RESOLVED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council hereby authorize the execution of an Intergovernmental Agreement (identified in City records as 1016-3) between Pinal County and the City of Casa Grande for the purpose of establishing a Regional Mass Notification System to be used by both agencies.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 17th day of October, 2016.



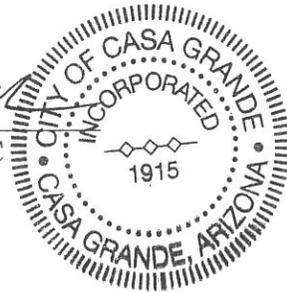
Robert M. Jackson
Mayor

ATTEST:

APPROVED AS TO FORM:



Remilie S. Miller, MMC
City Clerk





Brett Wallace
City Attorney