

RESOLUTION NO. 24-35

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, ("APACHE JUNCTION") AUTHORIZING APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY AND RELATED SERVICES WITH THE CITY OF MESA, ARIZONA ("MESA").

WHEREAS, Mesa and Apache Junction own and operate information technology ("IT") to provide services and carry out their respective missions; and

WHEREAS, Mesa and Apache Junction will continually purchase IT and related services to install, operate and maintain their IT infrastructure; and

WHEREAS, it is the intent of Mesa and Apache Junction to cooperate with the use and purchase of IT and related services to reduce operational and capital costs; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements ("IGA") with other municipalities and governmental entities (the "Parties") for joint or cooperative activities; and

WHEREAS, both cities agree to the attached terms and conditions set forth in the attached written agreement in the form of an intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor and city council approve the form of the attached and the mayor is hereby authorized to sign the agreement on behalf of Apache Junction.
- 2) The Apache Junction city manager and/or his designee is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution and to fulfill all the duties required under the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND ATTESTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WALTER "CHIP" WILSON  
Mayor

ATTEST:

\_\_\_\_\_  
JENNIFER PENA  
City Clerk

APPROVED AS TO FORM:

 9-30-24  
\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

**ATTACHMENT A**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF MESA, ARIZONA  
AND  
THE CITY OF APACHE JUNCTION, ARIZONA  
FOR  
INFORMATION TECHNOLOGY AND RELATED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR TECHNOLOGY AND RELATED SERVICES (the "IGA") is entered into by and between the City of Mesa, an Arizona municipal corporation ("Mesa"), and the City of Apache Junction, an Arizona municipal corporation ("Apache Junction"). Mesa and Apache Junction may each be referred to in this IGA as a "Party," or collectively as the "Parties."

RECITALS

A. Mesa and Apache Junction own and operate information technology consisting, in part, of data and information, infrastructure and equipment, and hardware and software (collectively, "IT"), to provide services and carry out their respective missions.

B. Mesa and Apache Junction must continually purchase IT and related services to install, operate, and maintain their IT infrastructure.

C. Mesa and Apache Junction wish to enter into an agreement for the cooperative use of City and Apache Junction IT and purchase of IT and related services to reduce their operations and capital costs.

D. Mesa and Apache Junction are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers, pursuant to Arizona Revised Statutes § 11-951, *et seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained in the IGA, the Parties agree as follows:

**Section 1. Term and Termination of Agreement**

1.1 Term. The initial term of this IGA shall be for a period of ten (10) years beginning on the Effective Date of \_\_\_\_\_, 2024 and expiring on \_\_\_\_\_, 2034 ("Initial Term"), unless terminated as provided herein.

1.2 Extension. Unless a Party provides written notice to the other Party at least sixty (60) calendar days prior to the expiration of the Initial Term of this IGA of its intent *not* to extend or renew, the IGA will be automatically extended or renewed for an unlimited amount of ten (10) year terms ("Renewal Term") unless terminated as provided herein.

### 1.3 Termination

- 1.3.1 Termination For Convenience. Either Party may terminate its participation in this IGA by delivering written notice to the non-terminating party. Such termination shall be effective on the date which is thirty (30) calendar days after receipt of such notice by the non-terminating Party.
- 1.3.2 Non-Appropriation. If either Party's performance under this IGA depends upon an appropriation of funds by its respective governing body, and if any Party's governing body fails to appropriate the funds necessary for performance, the affected Party may provide written notice of this failure to the other Party and cancel this IGA. Such written notice shall specify the effective date of cancellation. Each Party shall give the other Party no less than one hundred twenty (120) calendar days notice of a Party's intent to cancel this IGA for non-appropriation.
- 1.3.3 Conflict of Interest. This IGA shall be subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

### 1.4 Post-Termination – Property Disposition

- 1.4.1 Upon termination of this IGA, each Party shall continue to own: (i) all IT that the Party owned prior to this IGA and shared with the other Party during the term of this IGA; and (ii) all IT that was acquired pursuant to this IGA and any Supplemental Agreement.
- 1.4.2 Upon termination of this IGA, the Party that owns IT that is shared with the other Party shall cooperate with and give adequate time for the other Party to acquire a suitable replacement, remove any shared portion including system or application, and/or work with the other Party to create and implement an action plan for the successful separation for the IT that will no longer be available to it. During the post-termination period, the Party that owns the IT will allow the other Party to continue to use the IT as necessary to carry on its operations and protect its stored electronic data.

## **Section 2. Collaboration on Acquisition and Use of IT and Related Services**

2.1 This IGA authorizes the Parties to collaborate on the acquisition or use of IT or related services, including the use of existing resources or jointly purchasing new resources, to the extent that each or both have resources available to share. The Parties agree that they will explore and, if feasible, may acquire IT and related services for subsequent IT activities. Such activities shall be confirmed in a writing signed by both Parties.

2.2 The following are listed as examples only and are not intended to limit the potential IT or related services contemplated by this IGA.

- 2.2.1 Cooperative purchasing of IT and related services.
- 2.2.2 Joint use of IT facilities and cooperative location of equipment.
- 2.2.3 Joint installation and use of connectivity and communications equipment, such as fiber optic cable.
- 2.2.4 Cooperative or shared services such as maintenance of equipment.

- 2.2.5 Joint utilization of systems or applications.
- 2.2.6 Shared research and development of IT and its cost-efficient use.
- 2.2.7 Shared staff resources.
- 2.2.8 Cooperative or shared support including the potential creation of operating procedures.

2.3 The Parties understand that their authority to provide in-house services to each other or to share resources is limited and that any joint or cooperative effort under this IGA must be for beneficial projects that are within each Party's statutory authority and mission. That link also is critical to issues such as those relating to employment and risk management.

### **Section 3. Supplemental Agreements**

3.1 For each joint activity, the Parties will enter into a written Supplemental Agreement, which shall be governed by and incorporate all terms and conditions of this IGA and use either Exhibit A – Service Task Order, or Exhibit B – Shared Infrastructure Agreement, attached hereto.

3.2 Supplemental Agreements that will require expenditures by either Party will include a budget and allocation of anticipated costs to the Parties. A Party shall not be obligated to pay costs in excess of its anticipated allocation without its written approval.

3.3 Supplemental Agreements that contemplate acquisition of IT will specify which Party will own the IT equipment during the term of this IGA and after termination of this IGA and whether a Party will be entitled to financial compensation if, after contributing to the acquisition of IT, the Party will lose ownership or use of the IT after termination of this IGA.

3.4 All Supplemental Agreements made pursuant hereto will specify the obligations of each Party and make reference to this Agreement. Depending on the nature of the obligations undertaken in a Supplemental Agreement, the Supplemental Agreement may require approval of the Parties' respective City Councils.

3.5 If the Parties enter into a joint activity that involves access to confidential information, the Supplement Agreement concerning such joint activity will contain provisions to protect confidential information from disclosure or dissemination, except as required by state law or court order.

### **Section 4. Joint IT Activity Project Management and Records**

4.1 Management. For each joint IT activity, the Parties will manage the project according to the following procedures:

- 4.1.1 Each Party shall designate one employee as the project leader. The project leader will be responsible for compliance with all procedures for the project.
- 4.1.2 The employer of the project leader will act as fiscal agent for the project.
- 4.1.3 The project leaders shall work collaboratively to schedule periodic meetings to review progress of the project and any other project matters with representatives of the Parties.

- 4.1.4 The project leader shall secure approval from his or her respective employing Party, including governing body approval(s), if necessary, for any expenditure in excess of the budget and for cost that varies from the allocation of costs specified in any Supplemental Agreement.
- 4.1.5 The project leaders shall work collaboratively to create and deliver to the Parties a periodic report that tracks the project's performance and financial status of the project for both Parties' use. The report should contain all relevant project information, such as the project's scope, timeline, budget, including allocation of costs between the parties, and current status of the project.
- 4.1.6 The project leaders shall work collaboratively to create and deliver to the Parties an annual report summarizing the project, including a financial statement and expense report.
- 4.1.7 When the project has ended, the project leaders shall work collaboratively to create and deliver a final report to the Parties for their approval. The final report shall include a financial statement with a summary of allocated costs between the Parties and the disposition of all IT equipment and other assets. The project will end when the Parties indicate their approval of the final report.

4.2 **Records.** Each Party shall maintain accurate and complete accounting records and vouchers in support of all invoicing to the other Party in accordance with generally accepted accounting principles as applicable. Either Party, or its audit representatives, shall have the right, upon reasonable notice and at a reasonable time, to inspect, copy, and audit the records, invoices, and their source documents. The records shall be available for each Party's inspection and audit for a period of three years following the expiration, termination, or cancellation of this IGA.

## **Section 5. Confidential Information**

5.1 "Confidential Information" means any information, whether in written, graphic, machine readable, or other tangible form, that is: (i) disclosed pursuant to this IGA by a Party ("Delivering Party") to the other Party ("Receiving Party") and is marked "Confidential" ("Shared Confidential Information"); or (ii) electronic data stored by the Delivering Party pursuant to this IGA on a computer or other electronic information storage device under the control of the Receiving Party ("Stored Confidential Information"). Stored Confidential Information includes all non-public personal information of any Party's employees, students, or customers, including without limitation, names, addresses, social security numbers, telephone numbers, financial profiles, credit card information, driver license numbers, student's records, or other information identifiable to a specific individual.

5.2 The Receiving Party shall hold all Confidential Information, whether Shared Confidential Information or Stored Confidential Information, received pursuant to this IGA in strict confidence. The Receiving Party will make all reasonable efforts to maintain the Confidential Information as confidential. The Receiving Party agrees to use at least the same degree of care to avoid unauthorized disclosure, use, or publication of the Confidential Information as it uses with respect to its own confidential information.

5.3 The Delivering Party agrees to disclose to the Receiving Party only such Shared Confidential Information as is necessary for the Receiving Party to perform its obligations under this IGA. The Receiving Party shall not use Shared Confidential Information for any purpose other than fulfillment of its duties under this IGA without the prior written consent of the Delivering Party. The Receiving Party shall limit access to Shared Confidential Information to its employees who need to use the Shared Confidential Information to carry out the duties required to perform the joint IT activity. The Receiving Party will

promptly notify the Delivering Party whenever (i) the Receiving Party has reason to believe that any Shared Confidential Information has been improperly accessed by a person without authorization from the Delivering Party, and (ii) the Receiving Party receives a public record request or subpoena that seeks disclosure of Shared Confidential Information.

5.4 The Receiving Party shall not disclose any Shared or Stored Confidential Information without the prior written consent of the Delivering Party, except as required by a valid subpoena, public records request, or court order. The Receiving Party will promptly notify the Delivering Party whenever: (i) the Receiving Party has reason to believe that any Stored Confidential Information has been improperly accessed by a person without authorization from the Delivering Party; or (ii) the Receiving Party receives a public record request that seeks disclosure of Shared or Stored Confidential Information.

5.4.1 In the event that the Receiving Party determines it is legally required to disclose, pursuant to law, any documents or information that is Shared Confidential Information or Stored Confidential Information, the Party, to the extent possible, will provide the Delivering Party with prompt written notice by registered or certified mail, facsimile, email, or other methods that tracks delivery status of the requirement to disclose the information so the Delivering Party may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for the Delivering Party to seek court-ordered protection or other legal remedies as deemed appropriate by the Delivering Party. If the Delivering Party does not obtain such court-ordered protection by the expiration of said time period, the Receiving Party may release the information without further notice to the Delivering Party.

5.5 Return of Confidential Information. At any time requested during the term of the IGA or upon termination of the IGA, the Parties shall cease using and will promptly return to the other Party all Confidential Information, whether Shared Confidential Information or Stored Confidential Information, and any copies of any Confidential Information which the Receiving Party has made.

5.6 Ownership of Confidential Information. Each Party shall retain all right, title, and interest in and to its Shared Confidential Information and its Stored Confidential Information. No disclosure of Shared Confidential Information or Stored Confidential Information shall be deemed to grant the other Party any license or other intellectual property right.

## **Section 6. Indemnification and Insurance**

6.1 Indemnification. Each Party (the “Indemnifying Party”), to the extent permitted by law, shall defend, indemnify, and hold harmless, jointly and severally, the other Party and each official, agent, or employee thereof (any such person being referred to herein as an “Indemnified Party”) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney’s fees, (hereinafter referred to as “claims”) for claims arising out of the IGA or any Supplemental Agreement which the Indemnified Party may be subject to in law or equity. Where a claim is the result of the joint negligence, misconduct, or non-performance under this IGA or a Supplemental Agreement by the Parties, each Party’s duty of indemnification will be in proportion to its allocable share of such joint negligence, misconduct, or non-performance.

6.2 Insurance. Each Party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$3,000,000 per occurrence, insuring against all liability of that Party and its authorized representatives arising out of and in connection with that party’s use or occupancy of the facilities. That insurance shall include coverage of the liability assumed under the indemnification provisions of this IGA. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$5,000,000.



Comprehensive general liability shall name the other Party to this IGA as an additional insured, a copy of which shall be provided at IGA execution and thereafter to the other Party upon request. All insurance policies shall provide that the policies cannot be cancelled, not renewed, or limited in scope of coverage or limits until and unless thirty (30) calendar days' prior notice is given to the other Party

6.3 Self-Insurance. Notwithstanding the provisions of Section 6.2, the obligations of the Parties with respect to the insurance specified in this Section 6 may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

6.4 Worker's Compensation. Each Party shall maintain worker's compensation insurance as required by statute and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, which may consist of self-insurance.

## **Section 7. Dispute Resolution**

7.1 If the respective Parties' chief information officers are unable to resolve a dispute, they may refer the dispute to the respective Parties' chief executive officers, or his or her designee. Disputes relating to matters of the respective Parties' policies or procedures, or to the laws that govern each Party, may require that the dispute be referred to each Party's governing board, which may agree to submit the dispute to an alternative dispute resolution process. If a Party believes that a dispute involves a default by the other Party of this IGA or a disagreement involving the interpretation of a material provision of this IGA, the procedures and remedies specified in the remainder of this Section 7 apply. In all cases of disputes or defaults under this IGA, the Parties will first attempt to resolve differences, in good faith, among themselves.

7.2 Default. A default occurs under this IGA when a Party fails to perform a material provision of this IGA or of a Supplemental Agreement.

7.3 Notice. If a Party fails to cure its default within 30 days following receipt of written notice from the other Party, that Party shall be considered in default.

7.4 Default Procedures. On the default by a Party, the Parties may, with the approval of the process by their governing boards, refer the matter to non-binding mediation. The initiation of non-binding mediation shall not in any way impair the right of the non-defaulting party to file a claim under A.R.S. § 12-821.01, and that statute shall be tolled for the period from the date of the approval of the governing boards to mediate until the date that the mediation is complete. However, the non-defaulting Party may institute litigation without instituting mediation. In the event of any litigation instituted under this IGA, the Party that substantially prevails in any such action (whether or not prosecuted to judgment) shall recover from the other Party reasonable attorney's fees and court costs as determined by the court.

## **Section 8. Notices**

8.1 Notices. All notices given, or to be given, by either Party shall be given in writing: (i) by registered or certified mail, or (ii) overnight carrier (e.g. Federal Express), and shall be addressed to the Party at the address hereinafter set forth, or at such other address as the Parties may designate by written notice. All notices if sent by certified or registered mail shall be deemed received upon actual receipt or (3) business days after deposit in the United States mail; if sent via overnight carrier, receipt shall be deemed effective (1) day after the sending thereof. Notices shall be addressed as follows:

**To Mesa:**

Scott Conn  
CIO  
City of Mesa – DoIT  
City of Mesa  
P.O. Box 1466  
Mesa, AZ 85211-1466  
[scott.conn@mesaaz.gov](mailto:scott.conn@mesaaz.gov)  
480-644-3449

**To Apache Junction:**

Douglas Wirthgen  
IT Director  
300 E. Superstition Blvd  
Apache Junction, AZ 85119  
[dwithgen@apachejunctionaz.gov](mailto:dwithgen@apachejunctionaz.gov)  
480-474-5147

**Section 9. General Provisions**

9.1 Compliance with Federal and State Immigration Laws. Each Party agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this IGA and to permit the other Party or its agents to inspect personnel records to verify such compliance. The Parties shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

- 9.1.1 Under the provisions of A.R.S. § 41-4401, each Party hereby warrants to the others that it and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).
- 9.1.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this IGA and shall subject the breaching party to penalties up to and including termination of the breaching party’s participation in this IGA at the sole discretion of the non-breaching party.
- 9.1.3 Each Party retains the legal right to inspect the papers of the other Party or Subcontractor employee who works on this IGA to ensure that the other Party or its Subcontractor is complying with the Contractor Immigration Warranty. Each Party agrees to assist the other Party in regard to any such inspections.
- 9.1.4 Either Party may, at its sole discretion, conduct random verification of the employment records of the other Party and any of Subcontractors to ensure compliance with Contractor Immigration Warranty. Each Party agrees to assist the other Party in regard to any random verification performed by completion of the Contractor Verification Form.
- 9.1.5 Neither Party nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Party or its Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

9.2 Entire Agreement, Amendments. This IGA represents the entire agreement of the Parties with respect to its subject matter and shall supersede all prior negotiations, representations or agreements, either

express or implied, oral or written. This IGA shall not be changed, modified, or rescinded, except through a writing signed by both Parties.

9.3 Governing Law, Forum. It is mutually understood and agreed that this IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this IGA, or any provision thereof, will be instituted only in the courts of the State of Arizona.

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

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

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

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

9.8 Approval by Parties. Before this IGA shall become effective and binding upon any Party, the appropriate governing authorities of each Party must approve it. In the event that any such appropriate authority fails or refuses to approve this IGA, this IGA shall be null and void with no effect whatsoever.

9.9 Surviving Provisions. The obligations under Section 6.1 (Indemnification), Section 9.2 (Entire Agreement, Amendments), Section 9.3 (Governing Law, Forum), Section 9.4 (Headings Not Controlling), Section 9.5 (Severability), this Section 9.9 (Surviving Provisions), and any other Section, which reasonably should survive, shall survive expiration or other termination of this IGA.

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

9.11 Legal Authority. The undersigned representative of each Party warrants and represents that they are fully authorized by the Party they represent to execute this Agreement and to legally bind the Party to the Agreement. Each Party represents that it has full legal authority to enter into this Agreement. Each Party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

9.12 No Joint Obligations. No Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of another, including (without limitation) the other Party's obligations to withhold Social Security and income taxes, or other benefit obligations for that Party's employees.

9.13 No Third-Party Beneficiaries. Nothing in this IGA is intended to create duties, obligations to, or rights in third parties not parties to this IGA.

9.14 Non-Waiver of Rights. There will be no waiver of any provision of the IGA unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the IGA and will not be deemed a waiver of any such rights or remedies.

9.15 Prohibited Acts. Each Party acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of a public entity from representing another person (including another public entity) before that public entity on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the public entity and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at that public entity.

9.16 Counterparts. This IGA may be signed in counterparts, and the original signatures of both authorized representatives and of their attorneys may appear on separate signature pages.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, this intergovernmental agreement is executed as provided below.

**City of Mesa, an Arizona municipal corporation**

By: \_\_\_\_\_  
Christopher J. Brady  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Holly Moseley  
City Clerk

Date: \_\_\_\_\_

**City of Apache Junction, an Arizona municipal corporation**

By: \_\_\_\_\_  
Bryant Powell  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME  
City Clerk

Date: \_\_\_\_\_

APPROVAL AS TO FORM

In accordance with A.R.S. § 11-952(D), this IGA for Information Technology and Related Services between the City of Mesa and the City of Apache Junction has been reviewed by the undersigned attorney who has determined that, as to his or her respective client only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Alfred J. Smith  
Mesa Deputy City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Joel Stern  
Apache Junction City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**SERVICE TASK ORDER # \_\_\_\_\_**

This Service Task Order #1 to that certain Intergovernmental Agreement, between the City of Mesa (“Mesa”) and Apache Junction, (“Apache Junction”), dated as of \_\_\_\_\_, 2024 (“IGA”), is made and entered into as of \_\_\_\_\_, 20\_\_\_. In accordance with the terms and conditions of the IGA, this Task Order authorizes performance of the Services described below.

1. Description of Services.

Professional Services, in support of the Parties \_\_\_\_\_, as set forth in the attached Scope of Work (“SOW”), and incorporated herein by this reference.

2. Performance Schedule.

From \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

3. Location(s) Where Services are Performed.

\_\_\_\_\_

4. Background Security Check Required?

Yes  No (if “No”, access shall be escorted)

5. Materials and/or Supplies Provided by \_\_\_\_\_.

As set forth in SOW.

6. Billing Frequency.

Monthly  Bi-weekly  Other (upon successful completion of each phase)

7. Task Order Fee – Fixed Fee.

Fee for equipment and materials: \$ \_\_\_\_\_, as set forth in the SOW.

8. Authorized Expenses.

The Task Order Fee, set forth in item 7 hereof, includes all costs associated with the Services under this Task Order, including without limitation, expenses incurred during such work. Accordingly, neither party shall be entitled to reimbursement for any expenses incurred as a result of the Services performed hereunder.

**City of Mesa**  
an Arizona municipal corporation

**City of Apache Junction**  
an Arizona municipal corporation

\_\_\_\_\_  
Christopher J. Brady  
City Manager

\_\_\_\_\_  
Bryant Powell  
City Manager

**EXHIBIT B**  
**SHARED INFRASTRUCTURE AGREEMENT**

This Shared Infrastructure Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ by and between the City of Mesa, an Arizona municipal corporation, (“Mesa”), and the City of Apache Junction, an Arizona municipal corporation (“Apache Junction”) (collectively, the “Parties”), pursuant to that certain Intergovernmental Agreement, between Mesa and Apache Junction, dated as of \_\_\_\_\_, 2024 (“IGA”). In accordance with the terms and conditions of the IGA, this Agreement authorizes the sharing of information technology infrastructure as described below.

**1. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.**

1.1. The Parties agree to jointly utilize certain facilities located \_\_\_\_\_ as more particularly described in Exhibit \_\_\_\_\_.

1.2. Mesa hereby:

1.2.1. Grants Apache Junction the use of \_\_\_\_\_ for \_\_\_\_\_ commencing on and ending \_\_\_\_\_.

1.2.2. Retains ownership of any and all portion of \_\_\_\_\_ that it originally installed and paid for. Nothing in this Shared Infrastructure Agreement shall be construed to convey ownership of any portion of Mesa’s \_\_\_\_\_ to Apache Junction.

1.3. Apache Junction hereby:

1.3.1. Grants Mesa the use of \_\_\_\_\_ for \_\_\_\_\_ commencing on and ending \_\_\_\_\_.

1.3.2. Retains ownership of any and all portion of \_\_\_\_\_ that it originally installed and paid for. Nothing in this Shared Infrastructure Agreement shall be construed to convey ownership of any portion of the Apache Junction’s \_\_\_\_\_ to Mesa.

1.4. Additional Documents. The Parties agree to execute any and all documents necessary to carry out the purposes of this Shared Infrastructure Agreement, including but not limited to documents evidencing the granting of easements providing construction access and the exchange of rights for the installation and maintenance of \_\_\_\_\_ which is the subject of this Shared Infrastructure Agreement. The Parties may create and agree upon procedures necessary to accompany this Agreement to maximize operational effectiveness.

1.5. Construction Access. All work on any Party’s property shall be coordinated with that Party’s staff prior to the start of construction. Security access procedures will apply.

1.6. The terms and provisions of the IGA shall remain in full force and effect, which shall survive the execution of this Shared Infrastructure Agreement.

2. MANNER OF FINANCING AGREEMENT. Each Party to this Shared Infrastructure Agreement shall have the separate and independent responsibility of budgeting for and funding its own participation in this Shared Infrastructure Agreement.

**3. DURATION AND TERMINATION**

3.1. Duration of Agreement: This Shared Infrastructure Agreement shall be in effect upon execution by all Parties to this Shared Infrastructure Agreement and shall continue for \_\_\_\_\_ or until this Shared Infrastructure Agreement is terminated pursuant to this section 3, whichever occurs first.

3.2. Termination on Notice: Either Party may terminate its participation in this Shared Infrastructure Agreement for any or no reason by providing at least one hundred twenty (120) calendar days written notice to the non-terminating Party of the intention to terminate. Such termination shall be effective one hundred twenty (120) calendar days after the date the termination notice is issued to the other Party. Such termination shall not invalidate any executed easement that provides for the long-term use of a Party's conduit system.

**City of Mesa,**  
an Arizona municipal corporation

**City of Apache Junction**  
an Arizona municipal corporation

\_\_\_\_\_  
Christopher J. Brady  
City Manager

\_\_\_\_\_  
Bryant Powell  
City Manager

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

**Mesa City Attorney**

**Apache Junction City Attorney**

\_\_\_\_\_  
Alfred J. Smith  
Deputy City Attorney

\_\_\_\_\_  
Richard J. Stern  
City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_