

CITY CLERK ORIGINAL

C-8086
06/012/2012

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GLENDALE FOR EMERGENCY TRAFFIC MANAGEMENT MUTUAL AID

(TTTE44)

MAG #: MMA09-810

CFDA #: 20.205

Fed Aid #: CM MMA-0(206)A

TRACS #: SS68701C

(C-91-12- 043 -100)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona, (**County**), and the City of Glendale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. § 11-251 and §§ 28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§ 11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. § 9-240 and §§ 9-276 *et seq.* authorize the City to layout and establish, regulate, and improve streets within the City, and to enter into this Agreement.

BACKGROUND

4. The Regional Emergency Action Coordinating Team (REACT) is a highly specialized and unique arterial incident response program that assists public safety agencies by

providing emergency arterial traffic management support and strategies during incidents and closures.

5. The Parties have been cooperating on developing an emergency traffic incident management program as set forth in the Intergovernmental Agreement (IGA) for Emergency Traffic Management Mutual Aid approved by the Board of Supervisors on September 24, 2003 as agenda item number C-64-04-236-2-00 and recorded June 2, 2004 as Recorder's No. 2004-0621784.
6. The September 24, 2003 IGA (C-64-04-236-2-00) established a written cooperative relationship between the County and the City for the provision of Regional Emergency Action Coordinating Team (REACT) program services.
7. It was anticipated by the Parties that the Glendale REACT program would be expanded through federal funds apportioned to the County in the Maricopa Association of Governments (MAG) Transportation Improvement Program (TIP) Project MMA09-810 (Project Funds), such that the project would establish a City-operated REACT program to provide emergency traffic incident management services to City residents with mutual aid being provided by the County REACT program as needed (Project).
8. The original goal of establishing a City-operated REACT program is not currently feasible because the City needs more time to learn about the specific long-term operational and financial commitments necessary to manage the program. Therefore, the Parties are establishing a new short term goal, to include the following objectives:
 - 8.1 To enhance current REACT operations in the City utilizing existing federal-aid funds obligated for the Project.
 - 8.2 To allow the City, through participation in this Project with the County as lead agency, an opportunity to obtain additional information regarding the operational and financial commitments required so that the City can evaluate establishing a City-operated REACT program.
9. As part of the project funds, the City was expected to provide a cash contribution in the amount of \$96,600. Instead of providing this contribution in the form of cash, the City will provide an in-kind exchange of services. Specifically, the City will allow use of the Glendale Regional Public Safety Training Center for Traffic Incident Management training purposes associated with the REACT program.
10. MCDOT has established response levels as described in REACT Emergency Traffic Incident Management Response Levels (Exhibit A). During the duration of the Project, MCDOT will respond to Levels 1-3.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the rights and responsibilities of

the Parties in their efforts to provide mutual aid for emergency traffic management during the duration of the project.

TERMS OF THE AGREEMENT

12. This Agreement is contingent upon the City's compliance with the Single Audit Act of 1984 and the availability of federal funds through the MAG TIP:

12.1 CFDA #: 20.205

12.2 Funding Source: Federal Highway Administration (FHWA)

i. \$852,479 Federal Funds – CMAQ (Congestion Mitigation and Air Quality)

ii. \$386,380 Local Funds – HURF (Highway User Revenue Fund)

12.3 Contract Number: CM-MMA-0(206)A

12.4 Contract Period: FY 2012, FY 2013, and FY 2014

12.5 Grant Amount: \$852,479

12.6 Contact Information:

i. Name: Faisal Saleem

ii. Agency: Maricopa County DOT

iii. Phone: 602-506-1241

iv. Email: FaisalSaleem@mail.maricopa.gov

13. The Parties agree:

13.1 To proceed in a manner consistent with the provisions set forth in the Background section of this Agreement.

13.2 To assign staff who will be responsible for developing, coordinating, monitoring, reviewing, and evaluating the Parties' joint effort to provide emergency traffic management in the City.

13.3 To conduct an annual review of the REACT program's impact on the City and the County on or about October 1 of each year during the duration of the project.

13.4 For the duration of the project, to develop a cost model and operational framework for further evaluation of a City-operated REACT program.

13.5 To carry out the Parties' cooperative efforts under this agreement, consistent with regional Traffic Incident Management standards, including:

i. The provision of any Traffic Incident Management services identified in this Agreement shall be contingent upon the availability of MCDOT REACT emergency personnel. MCDOT REACT shall not be required to provide Traffic Incident Management services if it determines that it

does not have sufficient resources to meet current or anticipated events within its own jurisdiction.

- ii. The scope of this agreement includes Traffic Incident Management services for transportation incidents or other events such as fires, medical emergencies and criminal investigations that affect normal flow of traffic and the safety of emergency responders and the traveling public.
- iii. The Parties shall adopt standard emergency operation procedures following the Unified Command and National Incident Management System (**NIMS**) structure of command and management of incidents.
- iv. Established Traffic Incident Management service procedures shall be followed at the scene of emergency incidents.
- v. The Parties shall participate in multi-jurisdictional drills and exercises, on-scene and off-scene training programs, pre-incident planning, post-incident critiques and other activities to enhance safe and effective emergency operations when practical and feasible to participate.
- vi. When engaged in an on-scene operation, Traffic Incident Management Teams shall follow the requirements, guidelines, processes and procedures for Unified Command as identified in the REACT handbook.
- vii. From the time of arrival at the emergency scene to the time of departure from the emergency scene, the Party providing emergency traffic services shall be considered for all purposes to be under the direction and control of the agency's jurisdiction requesting emergency traffic services.
- viii. Except as provided in paragraphs 14.6 and 15.4, the provision of traffic incident management services to the City, as prescribed in this Agreement, will end when all Federal Funds have been utilized.

14. The County shall:

- 14.1 Receive and administer the project federal-aid funding during the duration of the project.
- 14.2 Utilize the funding attributable to service in the City to procure equipment and supplies and, if needed, recruit additional responders whose primary responsibility will be to support emergency traffic management in the City.
- 14.3 Retain ownership of the equipment and supplies acquired with the funding.
- 14.4 Provide traffic incident management services to the City at least at a Response Level 3 for the duration of the Project.

- 14.5 Monitor and document emergency traffic management services provided to the City and provide the data to the City on a periodic basis.
 - 14.6 When all Federal Funds have been utilized, meet with the City to mutually review the program and determine the establishment of a City-operated program. If agreement cannot be reached, the Project shall end immediately.
15. The City shall:
- 15.1 As part of the project funds, provide the City's matching contribution through the exchange of services for the use of the Glendale Regional Public Safety Training Center. The breakdown of costs is provided in attached Exhibit B.
 - 15.2 Allow use of the Glendale Regional Public Safety Training Center for semiannual or quarterly Traffic Incident Management training sessions, as needed, accounted for at the then-current rental/use rate until the City has met its proportionate share match requirement of \$96,600 or until 2025, whichever occurs first.
 - 15.3 Provide the County with accounting details of Training Center uses and values as they accumulate toward the \$96,600 total value.
 - 15.4 When all Federal Funds have been utilized, meet with the County to mutually review the program to determine which Party shall assume payment and maintenance responsibility for the REACT program in the City. If agreement cannot be reached, the Project shall end immediately.
 - 15.5 Evaluate a City operated Traffic Incident Management program upon the completion of the Project.

GENERAL TERMS AND CONDITIONS

16. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability (including, but not limited to, vicarious liability), losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the

damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees. Notwithstanding any other term of this Agreement, this Section 10 shall survive the expiration and/or termination of this Agreement.

17. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
18. This Agreement shall be subject to the provisions of A.R.S. §38-511.
19. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 19.2 Any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
20. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
21. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
22. This Agreement does not imply authority to perform any tasks, or accept any

responsibility, not expressly stated in this Agreement.

23. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
24. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
25. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
26. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Glendale City Council in such fiscal year.
27. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
28. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

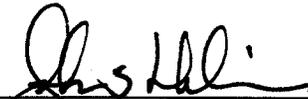
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF GLENDALE

Recommended by:

Recommended by:

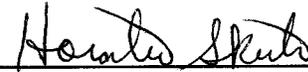

John B. Hauskins, P.E. 3-2-2012
Transportation Director Date

Date

Approved and Accepted by:

Approved and Accepted by:

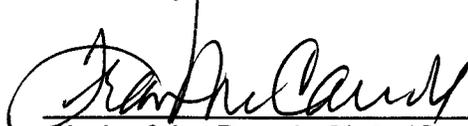

Chairman JUL 06 2012
Board of Supervisors Date

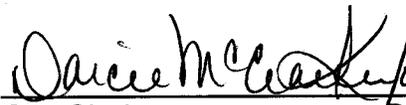


Date 6-14-12

Attest by:

Attest by:


Clerk of the Board 062012 JUL 06 2012
Date


City Clerk 6-15-12
Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.


Deputy County Attorney 7/3/12
Date


City Attorney 6/13/12
Date

EXHIBIT A

REACT

EMERGENCY TRAFFIC INCIDENT MANAGEMENT RESPONSE LEVELS

LEVEL 1- REGIONAL EMERGENCY

This level would be considered a major regional event. Includes incidents such as:

- Acts of terrorism similar to 9/11
- Dam failure
- Palo Verde Nuclear Facility failure
- Major fires, flooding

Incidents of this capacity would require participation from most if not all agencies' Traffic Incident Management Programs, including Maricopa County REACT, ADOT ALERT, DPS Freeway Service Patrol and other agencies participating with the Mutual Aid Mutual Response agreement for Incident Management practices. IGAs would be already in place that would describe the planning, operations and logistics in such of an event.

LEVEL 2- MAJOR ARTERIAL / FREEWAY

Incidents of this capacity would be a major arterial / freeway closure. This would be incidents such as:

- Closure of Bell road around Arrowhead Mall on the Saturday before Christmas or even Loop 101 at Bell for a major incident
- Closure of Grand
- Arterials around major events such as University of Phoenix Stadium

These incidents might not disturb traffic on a large regional level but possibly have an impact on traffic in neighboring jurisdictional areas. In a case like this, multiple Incident Management Teams would assist each other to stabilize traffic conditions.

LEVEL 3- JURISDICTIONAL EVENT / ASSIST

Incidents of this capacity would include an event that takes place in one jurisdiction, but generally requires additional emergency traffic management resources beyond that of what police services may be able to provide. In this case a Traffic Incident Management Team would assist to stabilize traffic conditions.

LEVEL 4- LOCAL EVENT

Incidents of this capacity would include an event that is managed by an agency's own emergency traffic services generally without the assistance of an additional Traffic Incident Management Team. Although any escalation of the event or an additional incident in a neighboring jurisdiction could require additional emergency traffic management resources in which the Level 4 event would then be classified as a Level 3 event.

EXHIBIT B



City of Glendale
Police Department
"To protect the lives and property of the people we serve"

Mr. Eric Hillyer, Commander

Regional Emergency Action Coordinating Team

Mr. Hillyer,

Per your request, I have completed this letter to describe the agreement our agencies have come to in order to continue our partnership and advance the REACT Program in the City of Glendale through Federally funded project CM-MMA-O(206)A "Establish REACT arterial incident response teams in Glendale, Peoria and Scottsdale". In a memorandum provided by you titled "REACT Program Expansion", the expansion is described as having the Maricopa County Department of Transportation support part of the fiscal requirement for your team to continue its service. Included in that document were the cities of Glendale, Peoria, and Scottsdale, who would partner with MCDOT and contribute the matching funds.

After meeting with yourself and your staff on several occasions, an agreement was reached with both REACT and the City of Glendale that the Public Safety Training Center shall be utilized for REACT training and the facility expenses will contribute towards the City of Glendale match for the project.

As we discussed, the City of Glendale is home to the Glendale Regional Public Safety Training Center, commonly referred to as "GRPSTC" or "Grip-Stick". This facility is all-inclusive with classrooms, firearms range, fire training facilities, and a full size driving track and training "roadways" for vehicle operation training. Based on our discussions, it was learned that to expand REACT regionally a safe place is needed to conduct training sessions, vehicle operations, and roadway closure training. Contact was made with both police and fire command staff at GRPSTC, and we found that training conducted and hosted by agencies was available, at a cost. I have documented the costs related to hosting bi-annual and quarterly training at the GRPSTC Training Center below:

Classroom: \$57.00 per hour

Natural Gas training "props": \$100.00 per hour

Driver's Track: \$100.00 per hour

North Aid Station: \$35.00 per hour

Janitorial charge: \$100.00 per event

Training Staff: #36.00 per hour

The amounts calculated for an agency to conduct training at GRPSTC were found to be approximately



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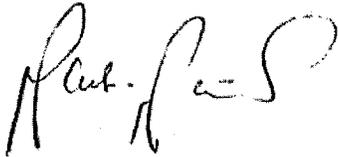
Integrity • Courage • Excellence • Respect • Compassion • Dedication

\$3380.00 for one 10-hour day, \$6760.00 bi-annually, and \$13,520.00 quarterly.

We again met with command staff and were able to reach an agreement that REACT would be able to reserve several dates, randomly or yearly, to conduct training for their teams at GRPSTC and the facility expenses will contribute towards the City of Glendale match of \$96,600 for the project. The listed costs above would not be included or apply to any REACT staff member. Scheduling could be handled on regular intervals and as well as the training. The City of Glendale is in need of the assistance of REACT during critical incidents, and this agreement was reached and agreed upon by both REACT and staff at the Glendale Police Department in hopes of continuing our partnership and expand the REACT Program.

Thank you very much for your time and consideration, and I look forward to our agencies continuing their partnership for years to come.

Sincerely,



Sgt. Mark Malinski 9880

Training Sergeant

Glendale, AZ Police Department

11550 W. Glendale Avenue

Glendale, AZ 85307

(623) 772-7111

MMalinski@GLENDALEAZ.com



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(623) 930-3000 • Fax (623) 931-2103 • glendaleaz.com/POLICE

**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER**

HELEN PURCELL

2012-0606208 07/11/2012 02:50p

C_91_12_043M-12-1-1- Yorkm

WHEN RECORDED RETURN TO:
Maricopa County Department of Transportation
Engineering and Planning Division

**INTERGOVERNMENTAL AGREEMENT
C-91-12-043-M-00**

**Between Maricopa County and City of Glendale
For the
Regional Emergency Action Coordinating Team (REACT) Program**

**Approved by the Maricopa County Board of Supervisors
On the 20th Day of June, 2012**

**DO NOT REMOVE
This is part of the official document**

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION