CITY CLERK
ORIGINAL

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INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES
BETWEEN MARICOPA COUNTY, ARIZONA
AND THE
CITY OF GLENDALE

This Regional Disaster and Emergency Management Services Agreement ("Agreement") goes into effect on the 1st day of July 2013 (the "Effective Date"), by and between Maricopa County, a political subdivision of the State of Arizona ("County"), and the City of Glendale, a public agency of the State of Arizona ("Public Agency").

## STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§11-951 et seq. and A.R.S. §26-308(B) to enter into this Agreement.

## BACKGROUND

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and,

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

## DEFINITIONS

1. For purposes of this Agreement, the term "public agency" shall have the same definition as that contained in A.R.S. §11-951.

2. "Participating Public Agencies" means those public agencies which have active agreements for Disaster and Emergency Management Services with County.

3. "Total Budget" means the Maricopa County Department of Emergency Management's General Fund and Grant Fund expenditure budgets as adopted by the Maricopa County Board of Supervisors, plus baseline internal/central service charges, for the Preceding Fiscal Year. Budgeted fund balance expenditures, annual maintenance cost for the comprehensive emergency management tool and capital items are not included in the "Total Budgeted" calculation.

4. "Local Budget" means the Total Budget less any contributions or reimbursements to that budget from the federal government.

5. "Preceding Fiscal Year" means the year immediately preceding the fiscal year for which a participating public agency's annual assessment is being determined. Annual Assessments are based on the preceding year's Local Budget. For example, a public agency's annual assessment for FY2013 is based on the Maricopa County Department of Emergency Management's Local Budget for FY2012.

6. "Capital Items" means fixed assets such as furniture, computers, etc., which shall remain the property of the County. Capital items will physically remain with County, which shall bear the risk of damage thereto or loss thereof.

7. "Population" means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10 year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

## TERMS OF AGREEMENT

1. **<u>County Obligations</u>**

County shall:

a. Prepare and maintain a county Emergency Operations Plan or Plans ("EOP") with due consideration of hazards that affect all areas in the County.

b. Advise and assist Public Agency in the development, review, publication, and distribution of an EOP developed by Public Agency.

c. Advise and assist Public Agency in the development, review, publication, and distribution of a Multi-Hazard Mitigation Plan.

d. Advise and assist Public Agency in development, review, publication, and distribution of a Community Wildfire Protection Plan.

e. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.

f. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including: Warning Systems, Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.

g. Provide and maintain, and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes.

h. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.

i. Provide assistance in obtaining Federal or State funds available to Public Agency for emergency management and disaster purposes.

j. Advise and assist Public Agency in the timely preparation of reports and other papers required by the state or federal governments.

k. Offer coordination assistance to Public Agency in the event of a disaster affecting Public Agency.

l. Provide that the county EOC may act as a backup EOC for partner cities.

m. Assist Public Agency in conducting exercises scheduled by Public Agency to test its disaster response capability.

n. Advise and assist Public Agency with emergency planning, training and exercises for schools and health care facilities.

o. Advise and assist Public Agency in complying with the provisions of Title 26, Chapter 2, Arizona Revised Statutes, and State policies and procedures.

p. Advise and assist Public Agency with public awareness and education including but not limited to:

(1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for later distribution to the public.

(2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.

(3) giving oral presentations on disaster and emergency-related subjects to schools, civic groups and similar organizations.

(4) setting up and staffing information booths at fairs, safety days and similar events.

q. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

r. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. **Public Agency Obligations**

Public Agency shall:

a. Develop, publish and distribute an EOP which is complementary to and compatible with County's EOP.

b. Develop and conduct such emergency management training programs and exercises as it deems necessary.

c. Provide that Public Agency's EOC may act as a back up to the County if they need an alternate location.

d. Collect and provide disaster and emergency management information when so required by the state or federal government.

e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:

(1) County will pay 50% of the Local Budget plus that portion of the Local Budget allocated to Capital Items.

(2) The remainder of the Local Budget will be paid by the participating public agencies.

(3) Public Agency's annual assessment shall be determined by dividing Public Agency's Population by the Total Population of the participating public agencies and then multiplying the quotient by that portion of the Local Budget allocated to the participating public agencies in the preceding paragraph.

(4) Public Agencies will pay a fixed amount based on the actual annual maintenance cost of comprehensive emergency management tool. The total annual maintenance will be divided by all Participating Public Agencies equally.

3. This Agreement supersedes any and all agreements, either written or oral, between the parties with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided any effective modification must be in writing signed by both parties.

4. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.

5. In the event of any controversy which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2018, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination.

7. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of

the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

8. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

9. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

10. Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

11. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:
Director
Maricopa County Department of
Emergency Management
5630 East McDowell Rd
Phoenix, AZ 85008

To Public Agency to the attention of:
Emergency Manager
City of Glendale Division of
Emergency Management
5850 West Glendale Ave
Glendale, AZ 85301

City Attorney
City of Glendale
5850 W. Glendale Ave
Glendale, AZ 85301

12. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

13. Any individual executing this Agreement on behalf of a Party represents and warrants to the other Party that they are duly authorized to execute this Agreement on behalf of such Party, and that upon their signature this Agreement shall be binding upon the Parties.

Dated this 11 day of July, 2013

For City:
Richard Bowers
Acting City Manager

Dated this 7 day of August, 2013

For County:
Andrew Kunasek
Chairman, Board of Supervisors

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

Nicholas C. DiPiazza
Acting City Attorney

David Benton
Deputy County Attorney

ATTEST:

Pamela Hanna
City Clerk

ATTEST:

Fran McCarroll
Clerk of the Board

CAPTION HEADING: Intergovernmental Agreement between Maricopa County and City of Glendale for disaster and emergency management. C-15-13-012-3-01

DO NOT REMOVE

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