

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND
THE CITY OF GLENDALE
REACT INTEGRATED CORRIDOR MANAGEMENT (ICM) PILOT

(TE067)

MAG #: MMA21-810

Fed Aid #: MMA-0(287)D

CFDA #: 20.205

ADOT Project No.: T0290-01X

(C-64-21- _____ -X-00)

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to A.R.S. Section 11-251 and Sections 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.
2. Public agencies are authorized, pursuant to A.R.S. Section 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is authorized, pursuant to A.R.S. Section 9-240 and Sections 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Pilot for Arterial Traffic Incident Management Program for Integrated Corridor Management (**ICM**), referred herein as the **Project**, will support the expansion of the Maricopa County Department of Transportation (**MCDOT**) Regional Emergency Action Coordinating Team (**REACT**) to support ICM along the entire Loop 101 corridor that runs through the cities of Phoenix, Glendale, Peoria, Scottsdale, Tempe, Mesa, and Chandler.

5. REACT provides emergency arterial incident management support for partnering agencies when an incident requires a closure of a roadway for at least two hours. REACT also coordinates with the Arizona Department of Transportation (**ADOT**) Incident Response Unit (**IRU**), which is ADOT's freeway incident response team and the Arizona Department of Public Service (AZDPS), to support arterial traffic management during events that require closure of a freeway or freeway ramp (**Project**).

PURPOSE OF THE AGREEMENT

6. The purposes of this Agreement are to identify the roles and responsibilities of the Parties with respect to the Project.

TERMS OF THE AGREEMENT

7. The Parties Shall:

- 7.1 Proceed in a manner consistent with the provisions set forth within this agreement.
- 7.2 Assign staff who will be responsible for developing, coordinating, monitoring and evaluating the joint effort to provide emergency traffic incident management for establishing preapproved detour routes for major incidents on L101.
- 7.3 Carry out the Parties cooperative efforts under this Agreement in a manner consistent with REACT operations, including but not limited to:
 - i. The provision of any REACT service identified in this agreement shall be contingent upon the availability of REACT responder staff availability. REACT staff will endeavor to respond to 75% of calls for service as resources permit.
 - ii. To provide support for Emergency Traffic Incident Management through REACT response when requested to support Integrated Corridor Management applications.
 - iii. Provide ICM and incident management support along identified alternate routes.
 - iv. That the Parties adopt standard operation procedures following the Unified Command and National Incident Management Systems (NIMS) structure of command for the management of incidents.
 - v. Agree to participate in multi-jurisdictional drills and exercises, table tops, on-scene and off-scene training programs, pre-incident planning, post-incident critiques (debriefs) and other activities to enhance safe and effective emergency operations and mutual aid when practical and feasible to do so.
 - vi. When engaged in on scene operations the REACT shall follow the

requirements, guidelines and processes for traffic incident management consistent with the MUTCD and ICM Operations Plan. Develop a REACT ICM Operations Handbook consistent with ICM Operations Plan.

- vii. Re-evaluate every year the REACT operations to ensure the response is meeting the ICM operational goals, review role of all Parties, determine if additional service needs may be necessary or that the service(s) are still needed.

8. The County Shall:

- 8.1 Receive and administer the project federal-aid funding during the duration of the Project.
- 8.2 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.
- 8.3 Retain ownership of the equipment and supplies acquired with the funding.
- 8.4 Develop a REACT ICM Operation Handbook in accordance with the Loop 101 Mobility Project ICM Operations Plan. The Handbook will document REACT Operational Parameters that will outline the specific roles and responsibilities involved in the pilot project implementation. These will include:
 - i. Operational Concept
 - ii. Corridors by agency
 - iii. Communication protocol
 - iv. Staff, equipment and technology resources required.
- 8.5 Provide traffic incident management services to the City in accordance with REACT ICM Operations Handbook for the duration of the Project for establishing preapproved detour routes for major incidents on L101.
- 8.6 Monitor and document emergency traffic management services provided to the City and provide the data to the City on a periodic basis.
- 8.7 Provide online and in-person training on TIM and ICM that includes ATSSA Traffic control Technician, National Incident Management Training (NIMS) courses ICS 100 Introduction to Incident Command, ICS 200 ICS for Single Resource and Initial Action Incidents, IS 700

National Incident Management System Develop REACT.

- 8.8 Administer, through MCDOT, the project development through a staff Project Manager with REACT administration experience. The deployment of this pilot project will be done in coordination with the deployment of the Loop 101 Mobility Project, which involves an overlapping group of stakeholders who will be developing ICM plans and supporting the procurement, testing, and deployment of other equipment, systems, and processes for ICM on the Loop 101 that will be directly relevant to this pilot project.
- 8.9 Project billing will take place during the procurement, development, and deployment of the Project as milestones and deliverables, as set forth in the approved Design Concept Report (**DCR**), are completed.

9. The City Shall:

- 9.1 Assign staff who will be responsible for developing, coordinating, monitoring and evaluating the joint effort to provide emergency traffic incident management for establishing preapproved detour routes for major incidents on L101.
- 9.2 Allow MCDOT REACT response on City's Right of Way.
- 9.3 Provide operational support in accordance with the L101 Mobility Project Operational Plan.
- 9.4 Assign a member of its police department in the rank of traffic sergeant and a member of its streets department at the level of supervisor to act as liaison with the REACT Incident Management Specialist.

GENERAL TERMS AND CONDITIONS

- 10. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's 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 negligent 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, 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 caused or contributed to 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.

11. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, or for ten (10)-year term, whichever occurs first, except that it may be amended upon written Agreement by all Parties.
12. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
13. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 13.1 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. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 13.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
 - 13.3 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.
 - 13.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
14. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
15. Each Party to 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 is suspended or debarred by

any federal agency which has provided funding that will be used in the Project described in this Agreement.

16. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
17. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City:

City of Glendale
City Traffic Engineer
5850 West Glendale Avenue
Glendale, Arizona 85301

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is

addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

18. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
20. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
21. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings related to the Project between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties related to the Project, other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
22. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
23. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
24. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
25. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the

expiration or earlier termination of this Agreement for a period of one (1) year.

26. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
27. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
28. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
29. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
30. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
31. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

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

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 2/9/2021
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 Jennifer Toth, P.E. Date
 Transportation Director

Approved and Accepted by:


 Jack Sellers, Chairman Date
 Board of Supervisors

Attest by:

 Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. 11 952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 2/22/2021
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 Deputy County Attorney Date

