



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: September 19, 2017

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Drexel Heights Fire District

***Project Title/Description:**

Agreement between Pima County and Drexel Heights for Emergency Vehicle Preemption (EVP) Equipment Access

***Purpose:**

To allow emergency service vehicles access to activate and preempt Pima County owned and operated traffic signals that have EVP capacity. Preemption allows the emergency vehicles to gain, given certain constraints (e.g. minimum signal change clearances), a priority green indication for the direction they are traveling. The County EVP has encrypted safeguards. This is to prevent unauthorized and unnecessary access.

***Procurement Method:**

Non-Procurement Contract as identified in BOS D29.4 - Intergovernmental Agreement

***Program Goals/Predicted Outcomes:**

Drexel Heights Fire District vehicles will be able to preempt signals during emergencies.

***Public Benefit:**

Improve emergency vehicle response times and expediency through signalized intersections.

***Metrics Available to Measure Performance:**

Drexel Heights Fire District's emergency vehicles will have access to signal preemption.

***Retroactive:**

No

TO: COB 8-29-17 (2)
vers.: 1
pss.: 7

Procure Dept 08/28/17 PM 09:24

Contract / Award Information

Document Type: CTN Department Code: TR Contract Number (i.e.,15-123): 18*33

Effective Date: 9/19/2017 Termination Date: 9/18/2027 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* \$0 Revenue Amount: \$ \$0

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Seth Chalmers

Department: Transportation Telephone: 724-2371

Department Director Signature/Date:  _____ 8/24/17

Deputy County Administrator Signature/Date:  _____ 8/25/17

County Administrator Signature/Date:  _____ 8/25/17
(Required for Board Agenda/Addendum Items)

INTERGOVERNMENTAL AGREEMENT

Between

PIMA COUNTY

and the

DREXEL HEIGHTS FIRE DISTRICT

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "County"), and the Drexel Heights Fire District, a political subdivision of the State of Arizona (hereinafter "District") pursuant to the provisions of Arizona Revised Statutes (ARS) Section 11-951, *et seq.*

RECITALS

A. County has the authority under A.R.S § 11-251(4) to lay out, maintain, control and manage public roads within the County and has the authority under A.R.S § 11-251(59) to provide, on unanimous consent of the Board of Supervisors, technical assistance and related services to a fire district pursuant to an intergovernmental agreement.

B. District has the authority under A.R.S § 48-805 to provide fire protection services and to acquire and construct firefighting and rescue equipment and has the authority under A.R.S § 48-805(B)(16) to enter into contracts and execute agreements necessary to carry out the District's purposes.

C. The parties acknowledge that the installation of emergency vehicle preemption (EVP) equipment at signalized intersections, and related EVP activation equipment on emergency response vehicles, has been shown to have the potential to improve emergency vehicle response times and expediency through signalized intersections under certain circumstances.

D. County and District have determined that the installation of EVP equipment on all County maintained traffic signals and related EVP activation equipment on certain District vehicles will allow safer and more efficient emergency responses and have entered into this Agreement to facilitate the installation, operation and maintenance of said equipment in the interest of public safety.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. **Purpose:** The purpose of this Agreement is to provide for the installation, operation and maintenance of EVP equipment on specified County maintained traffic signals and related EVP activation equipment on District's emergency response vehicles that will be responding to official calls within Pima County.

2. **Term/Extension/Termination:** This Agreement shall become effective on the date it is signed by the last party to sign and shall remain in effect for a period of ten (10) years from the effective date, unless terminated or otherwise modified in writing by amendment signed by both parties.

- a) A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- b) This Agreement may be canceled if for any reason the Pima County Board of Supervisors or the District's Governing Board does not appropriate funds for the stated purpose of this Agreement. In the event of such cancellation, neither party shall have any obligation to the other under this Agreement, except that District shall reimburse County for any actual costs incurred before termination if those costs are reimbursable under this Agreement and were not reimbursed before termination.

3. District's Responsibilities: The District shall:

- a) Purchase, install, and maintain, on those emergency response vehicles operated by or on behalf of the District that the District determines to be appropriate, EVP activation equipment that automatically terminates the normal operations of the involved traffic signal within the priority and routine prescribed by Pima County upon arrival of the emergency vehicle at that traffic signal. The District acknowledges and understands that the time a preempted signal takes to actually respond, in terms of providing a green indication to the preempting emergency vehicle, can vary based on the normal operational control requirements at that signal and where that signal is within that sequence of control at the time the signal is preempted and what the priority is for that sequence as it relates to the preemption. The District further acknowledges and understands that it may be possible that the signal has already been preempted by another emergency vehicle.
- b) Install only EVP activation equipment compatible with existing County EVP equipment. All EVP activation equipment installed pursuant to this Agreement shall be installed in accordance with the manufacturer's instructions and set up in accordance with Pima County practices for such equipment.
- c) Maintain an accurate inventory of applicable emergency response vehicles equipped with EVP activation equipment and provide County written notice within three (3) working days of any change in the status of any vehicle equipped with, or intended to be equipped with, EVP activation equipment. District shall provide a copy of the inventory and all notices of changes to the County Traffic Signal Supervisor.
- d) Use EVP activation equipment only when performing official Code 3 responses (emergency lights and sirens activated) where traffic signal preemption is appropriate, and instruct all operators of District's emergency vehicles equipped with EVP activation equipment of this requirement on a regular basis.
- e) Train all vehicle operators in accordance with nationally recognized fire industry standards (NFPA 1002) on the safe operation and characteristics of emergency vehicle preemption systems as applied and used in the field by the applicable jurisdiction and the site specific parameters of the signal(s) being preempted.
- f) Take appropriate administrative and disciplinary measures against any operator who violates preemption use procedures.
- g) Designate a District official or employee to be the official liaison with County and to be responsible for instructing on and administering rules to the operators of EVP activation equipment.

- h) District's agent, consultant or contractor may perform any or all of the above obligations on behalf of the District.
- i) Reimburse County for actual costs of all EVP equipment, mutually agreed upon and expressly authorized by the District in writing, purchased and installed by County for the sole benefit of District.

4. County's Responsibilities: County shall:

- a) Install and maintain EVP equipment at those County signalized intersections selected by County. In the selection of the intersections to be equipped with EVP equipment, County shall consider those intersections specifically requested by the District to be included in County's preemption program.
- b) Install and maintain beacons at signalized intersections equipped with EVP equipment that will indicate when a traffic signal has been preempted by an emergency vehicle.
- c) Assign encoding to individual EVP activation equipment purchased by the Fire District.
- d) Maintain records of preemption activities recorded by traffic signal controllers at intersections per the ability and parameters of the equipment to keep such records.
- e) Designate an official to represent the County for purposes of resolving issues, changes and regular business related to the operation of the EVP equipment.
- f) Coordinate and maintain the use of common EVP equipment settings through the County Traffic Signal Supervisor.
- g) Invoice the District for the actual cost incurred by the County in purchasing and installing EVP equipment, when such purchase and installation are mutually agreed upon in advance, in writing. County shall be responsible for the maintenance and replacement of any such equipment.
- h) Invoice the District for the actual cost incurred by the County in purchasing and installing traffic control devices that will primarily only benefit the District when such purchase and installation are mutually agreed upon in advance, in writing. County shall be responsible for the maintenance and replacement of any such equipment.
- i) County's agent, consultant or contractor may perform any or all of the above obligations on behalf of the County.

5. Ownership of Materials, Equipment and Appurtenances. All materials, equipment and appurtenances installed under this Agreement on emergency vehicles shall remain the property of the District or its contractor as mutually agreed upon between the District and contractor. All materials, equipment and appurtenances installed under this Agreement as part of County facilities shall remain the property of the County.

6. Default. In the event of any default or other non-performance of any term or provision of this Agreement, the non-defaulting party shall be entitled to all remedies at law or in equity, including the right to enforce this Agreement by action for specific performance or to file an action for damages, including attorneys' fees, which rights and remedies shall be cumulative and not exclusive.

7. Insurance. If contractors are ever used, the contractors' insurance shall be reviewed and approved by Pima County.

8. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9. Notices. Any notice to be given or served (and any election to be made or delivered) upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received (or made and delivered) on the third business day after a letter containing such notice (or selection), properly addressed, with postage prepaid, is deposited in the United States mail, or when received by the party to whom it is addressed, whichever occurs first; or, if given otherwise than by mail, it shall be deemed to have been given (or made) when received by the party to whom it is addressed. Such notice shall be given to the parties at the following addresses:

COUNTY: Director
 Pima County Department of Transportation
 201 North Stone Avenue, 4th Floor
 Tucson, AZ. 85701

Technical questions and reports of equipment failure or malfunction should be referred to:

Traffic Signals and Lighting Section
Traffic Engineering Division
Pima County Dept. of Transportation
1313 S. Mission Road, Building # 28
Tucson, AZ 85713

FIRE DISTRICT: Fire Chief
 Drexel Heights Fire District
 5030 S. Camino Verde
 Tucson, AZ 85735

NOTE: Either party may, by written notice to the other party, designate another address or person for receipt of notices hereunder.

10. Mailing effective. All notices, filings, consents, approvals and communications given by mail shall be deemed delivered upon receipt or on the third business day following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever occurs first.

11. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

12. Counterparts. 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 one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

13. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and all prior and contemporaneous agreements, representations and understandings of the parties, both written and oral, concerning the subject matter of this Agreement are superseded and merged in this Agreement.

15. Amendment. This Agreement shall not be modified, amended, altered or changed except by written amendment signed by both parties.

16. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Arizona, and as such, this Agreement is subject to the provisions of A.R.S. § 38-511.

17. Legal Arizona Workers Act Compliance. The parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to each party's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Each party will further ensure that each subcontractor who performs any work for that party under this IGA likewise complies with the State and Federal Immigration Laws.

Each party has the right at any time to inspect the books and records of the other party and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of either party's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this IGA subjecting the breaching party to penalties up to and including suspension or termination of this IGA. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the breaching party will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay the completion of work under this IGA.

Each party will advise each of its subcontractors of the other party's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that Pima County or the District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this section will be the responsibility of the breaching party.”

18. Non-Discrimination. Neither party will discriminate against the other party’s employee, client or any other individual in any way involved with, the other party, because of that person’s age, race, creed, color, religion, sex, disability or national origin in the course of carrying out District’s duties pursuant to this IGA. Both parties agree to comply with the provisions of A.R.S. §41-1463 and of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA by reference, as is set forth in full herein.

19. 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 of the payment of Worker’s Compensation benefits or other fringe benefits of said employees.

20. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any District employees, or between the District and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitation) any other party’s obligation to withhold Social Security and income taxes for itself or any of its employees.

21. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to, or rights in, third parties not parties to this IGA, or to affect the legal liability of any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2017.

PIMA COUNTY:

DREXEL HEIGHTS FIRE DISTRICT:

Sharon Bronson, Chair



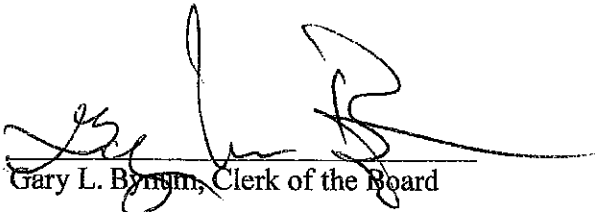
James L. Bertrand, Board Chair

Date: _____

Date: August 18, 2017

ATTEST:

Clerk of the Board



Gary L. Bynum, Clerk of the Board

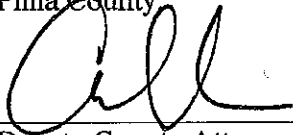
Date: _____

Date: August 18, 2017

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Drexel Heights Fire District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the him/her.

Pima County:

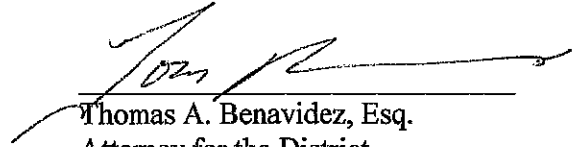


Deputy County Attorney
ANDREW FLAGG

Date:

8/23/2017

Drexel Heights Fire District:


Thomas A. Benavidez, Esq.
Attorney for the District

Date:

8-7-17