



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

Award  Contract  Grant

Requested Board Meeting Date: 6/5/2018<sup>12</sup>

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**  
Arizona Department of Transportation (ADOT)

**\*Project Title/Description:**  
ADOT Traffic Signal Data/Video Communication Intergovernmental Agreement

**\*Purpose:**  
Enable traffic administrators to monitor and coordinate timing of the traffic signals via video and data exchange. The data can be used to automate functions of the individual traffic signal electronic controller across all jurisdictions.

**\*Procurement Method:**  
Non-Procurement Contract as identified in BOS D29.4

**\*Program Goals/Predicted Outcomes:**  
Coordinated traffic flow.

**\*Public Benefit:**  
Information exchanged will allow coordinated timing of traffic signals in order to optimize traffic flow throughout the region in a more efficient manner.

**\*Metrics Available to Measure Performance:**  
Annual measurement of traffic delay and volume throughput.

**\*Retroactive:**  
No

To: CoB. 5-24-18  
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**Contract / Award Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 18-167

Effective Date: 6/5/2018 Termination Date: 6/4/2023 Prior Contract Number (Synergen/CMS):

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

\*Funding Source(s) required: NO COST

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? Vendor

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: Michelle Montagnino (Return contracts back to Michelle Guardado 724-2663)

Department: Department of Transportation Telephone: 520-724-5895

Department Director Signature/Date: *Ana M. Olivas* 5/8/18

Deputy County Administrator Signature/Date: *[Signature]* 5/11/18

County Administrator Signature/Date: *[Signature]*  
(Required for Board Agenda/Addendum Items)

<b>CONTRACT</b>		
NO. <u>CTN-TR-18-147</u>		
AMENDMENT NO. _____		
This number must appear on all invoices, correspondence and documents pertaining to this contract.		

ADOT CAR No.: IGA /JPA 17-0006564-I  
 AG Contract No.: P00120173544  
 Project Location/Name: Various Locations  
 Type of Work: Traffic Signal Communication  
**Federal-aid No.: N/A**  
**ADOT Project No.: N/A**  
**TIP/STIP No.: N/A**  
**CFDA No.: 20.205 Highway Planning and Construction**  
**Budget Source Item No.:**

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
 THE STATE OF ARIZONA  
 AND  
 PIMA COUNTY

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the PIMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The County and the State desire to participate in the communication and coordination of all County owned traffic signals and State owned traffic signs, as shown in Exhibit A, by connecting the County's signals to the State's Advanced Traffic Management System (ATMS) for the benefit, safety, and efficiency of the traveling public.
4. The purpose of this agreement is to establish and provide for communication and maintenance of the interconnection of the County's owned and operated signals into the State's ATMS.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:
  - a. Execute this Agreement and be the lead agency for the Project.
  - b. Purchase and maintain ATMS licensing for all State owned and operated traffic signals.
  - c. Provide the County a minimum of 12 months advance notice of any software changes to the ATMS to allow budgeting of licensing for new ATMS system.
  - d. Provide and maintain the ATMS connection utilized between County and State owned traffic signals within the State's traffic signal cabinet.
  - e. Provide secure virtual access via the ATMS to each of the County's traffic signal controller and video equipment to the County's designated traffic signal management and personnel.
  - f. Make the necessary coordinated efforts with the County to provide connection(s) of communication lines, radios, and/or other devices in direct support of a functional ATMS.
  - g. Provide necessary communication hardware for the State's traffic signal equipment to communicate with the State's ATMS.
  - h. Provide comments to the County for all necessary communication connections to each of the County's traffic signal, as specified in Exhibit A.
  - i. Retain vested title and ownership in, and provide maintenance of all the State's traffic signals and communication equipment.
  - j. Not permit the County to make any changes to the State's traffic signal controller(s) and/or timing plan(s), at the locations listed in Exhibit A, unless written authorization is provided to the County prior to the implementation thereof.
  - k. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all activities related to the Project, including without limitation, temporary rights of entry on to and over the County's rights-of-way.
  - l. Issue, per established procedures of the State's Southcentral District Permit Office, a valid blanket Encroachment Permit to enter into the cabinets, conduit and for the routine/normal maintenance, upgrade and/or repair of the County's communication equipment and emergency maintenance work to be provided by the County within the State's rights-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the County in this Agreement. The State agrees all activities that are reasonably required to be performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

2. The County will:
  - a. Purchase and maintain ATMS licensing for all County owned and operated traffic signals.
  - b. Develop and provide to the State for approval, coordinated traffic signal timing plans as may be required to provide for the management and control of each of the County's traffic signal operations, as listed in Exhibit A.
  - c. Coordinate access to the County's communication conduit, fiber optic lines, or other communication equipment and infrastructure, and signal cabinets and controller connections of each traffic signal as required for ATMS connectivity.
  - d. Coordinate assistance as reasonably available, and as may be required, for the preparation of the traffic signal equipment for ATMS connections.
  - e. Coordinate with the State on any communication and controller equipment upgrades to the County's traffic signals, as listed in Exhibit A, to ensure the communication compatibility with the State's ATMS.
  - f. Retain vested title and ownership in, and provide maintenance to all the County's traffic signals, controllers and video equipment.
  - g. Not permit the State to make any changes to the County's traffic signal controller(s) and/or timing plan(s), at the locations listed in Exhibit A, unless written authorization is provided to the State prior to the implementation thereof.
  - h. Automatically grant to the State by execution of this agreement, its agents and/or contractors, without cost, the temporary right to enter County rights-of-way, as required to conduct any and activities for the Project, on, to and over said County rights-of-way.
  - i. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.
  - j. Request and maintain, per established procedures of the State's Southcentral District Permit Office, a valid blanket Encroachment Permit to enter into the cabinets, conduit and for the routine/normal maintenance, upgrade and/or repair of the County's communication equipment and emergency maintenance work provided by the County within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Southcentral District established procedures. The County agrees all activities performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall remain in full force and effect for successive periods of 5 years from the effective date and may be amended upon mutual written consent of both Parties. This Agreement shall be reviewed and all reviews shall be completed within 60 days prior to the end of the 5th year anniversary date.
2. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.
4. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
5. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
7. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
11. Non-Availability of Funds: Every obligation of the State and the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and neither the State nor the City shall be obligated or liable for any future payments as a result of termination under this paragraph.
12. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Administration  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, Arizona 85007  
 (602) 712-7124  
 (602) 712-3132 Fax

Pima County Transportation  
 Attn: Seth Chalmers  
 201 N. Stone, 5<sup>th</sup> Floor  
 Tucson, Arizona 85701  
 (520) 724-2359

**For Project Administration:**

Arizona Department of Transportation  
 Transportation Systems Management  
 & Operation  
 1221 S. 2nd Ave  
 Tucson, Arizona 85713  
 (520) 388-4231

Pima County Transportation  
 Attn: Michelle Montagnino  
 313 S. Mission Road  
 Tucson, Arizona 85713  
 (520) 724-5895

**For Financial Administration:**  
 Arizona Department of Transportation  
 Transportation Systems Management  
 & Operation  
 1221 S. 2nd Ave  
 Tucson, Arizona 85713

Pima County Transportation  
 Attn: Seth Chalmers  
 201 N. Stone, 5<sup>th</sup> Floor  
 Tucson, Arizona 85701  
 (520) 724-2359

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**PIMA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
 Chairman, Board of Supervisors

By \_\_\_\_\_  
**BRENT CAIN, P.E.**  
 Division Director

ATTEST:

By \_\_\_\_\_  
 Clerk of the Board

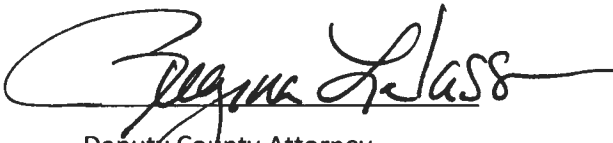


**ATTORNEY APPROVAL FORM FOR THE PIMA COUNTY**

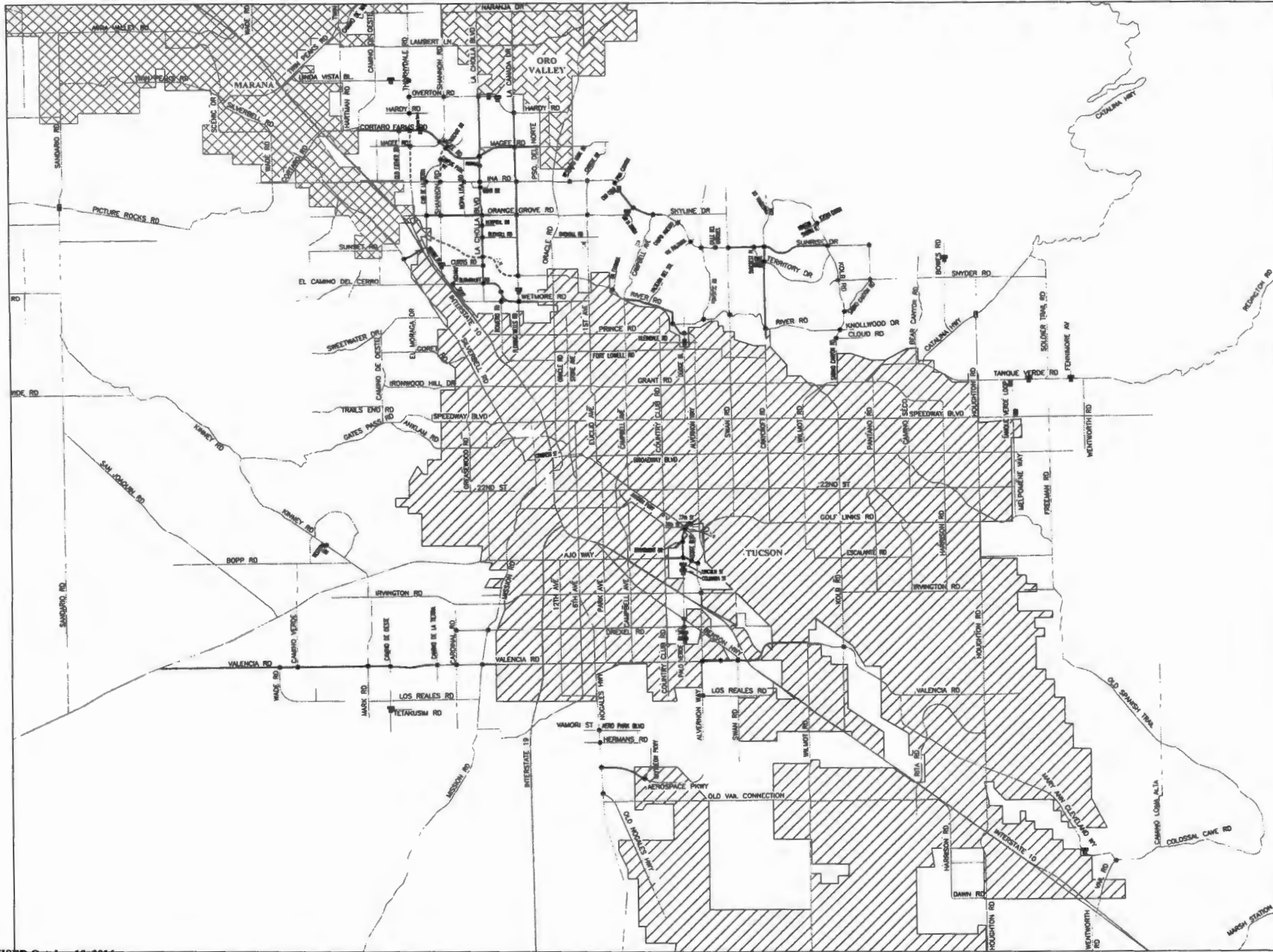
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the PIMA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26<sup>th</sup> day of April, 2018.

  
Deputy County Attorney  
**REGINA NASSEN**

# PIMA COUNTY TRAFFIC SIGNAL AND ITS CONDUIT MAP



## SYMBOL LEGEND

- TRAFFIC SIGNALS
- HAWK FLASHERS
- WARNING BEACONS OR INTERSECTION BEACONS
- DIGITAL SPEED SIGN
- EXISTING ITS CONDUIT
- EXISTING ITS SLEEVES
- FUTURE ITS CONDUIT

