



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

Requested Board Meeting Date: April 18, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Town of Marana

Project Title/Description:

Emergency Vehicle Preemption (EVP) Equipment Access at Signalized Intersection by Authorized Police and Emergency Response Vehicles Intergovernmental Agreement

Purpose:

Intergovernmental agreement between Pima County and Town of Marana to allow Marana police and emergency services vehicles access to activate and preempt Pima County owned and operated traffic signals that have EVP capacity not only on and adjacent to Marana but county-wide. Preemption allows the police 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 safe guards. This is to prevent unauthorized and unnecessary access. This IGA provides a method for the County to provide Marana access and sets forth the responsibilities of each party in that regard. County currently has IGAs with other jurisdictions and fire districts for EVP access.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

County will continue to maintain and operate traffic signals with EVP. This is the standard for the County. Marana will obtain compatible (the County EVP system is proprietary) on vehicle EVP signal emitter equipment for their police and emergency response vehicles and then coordinate with the County in activating and testing this equipment with the County's EVP signal receiving and traffic signal preempting equipment.

Public Benefit:

Improve emergency vehicle response times and expediency through signalized intersections.

Metrics Available to Measure Performance:

Increase in response times through signalized intersections.

Retroactive:

No

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To: COB- 4-13-17 (3)
Ver.- 1
pgs.- 6
Addendum

Procure Dept 04/12/17 PM 03:08

Original Information

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 17*188
Effective Date: 4/18/17 Termination Date: 4/30/2027 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ 0 ☐ Revenue Amount: \$ 0
Funding Source(s): N/A

Cost to Pima County General Fund: \$0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Seth Chalmers, Public Works Division Manager
Department: Transportation Telephone: 724-2371
Department Director Signature/Date: [Signature] 4/5/17
Deputy County Administrator Signature/Date: [Signature] 4/11/17
County Administrator Signature/Date: [Signature] 4/12/17
(Required for Board Agenda/Addendum Items)

| | |
|---|--|
| CONTRACT | |
| NO. <u>CIN-TR-17-188</u> | |
| AMENDMENT NO. _____ | |
| This number must appear on all invoices, correspondence and documents pertaining to this contract. | |

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY
and the
TOWN of MARANA

This Intergovernmental Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "County"), and the Town of Marana, Pima County, Arizona (hereinafter "Marana") a municipal corporation of the State of Arizona pursuant to Arizona Revised Statutes (A.R.S.) § 11-951, *et seq.*

RECITALS

- A. County and Marana have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.
- B. County has the authority under A.R.S. § 11-251(4) to layout, maintain, control and manage public roads within the County.
- C. The parties acknowledge that the installation of emergency vehicle preemption (EVP) equipment at signalized intersections has been shown to have the potential to improve emergency vehicle response times and expediency through signalized intersections under certain circumstances.
- D. County and Marana have determined that the installation, operations and maintenance of EVP equipment on applicable County maintained traffic signals and Marana emergency response vehicles is done in the interest of enhancing public safety.

NOW, THEREFORE, in consideration of the promises 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 and applicable County-maintained traffic signals and related applicable and authorized activation equipment on Marana's emergency response vehicles that will be responding to official emergency calls within Pima County.

2. Term/Extension/Termination: This Agreement shall become effective as of the signature date of the last party to sign this Agreement 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 Marana Town Council 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.

3. Marana's Responsibilities: Marana, or Marana's agent, consultant or contractor, shall:

- a) Purchase, install and maintain EVP emitters in any of Marana's emergency vehicles that Marana determines should have the ability to automatically terminate the normal operations of those County-maintained traffic signals included in County's preemption program as set forth in paragraph 4 below, within the priority and routine prescribed by Pima County, upon arrival of the emergency vehicle at the traffic signal. For those vehicles that Marana determines should have the ability to terminate the normal operations of County-maintained traffic signals, Marana shall install EVP equipment compatible with existing County EVP equipment. Marana shall install all preemption emitters installed pursuant to this Agreement in accordance with the manufacturer's instructions. Marana does acknowledge and understand 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, 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. Additionally it may be possible that the signal has already been preempted by another emergency vehicle.
- b) Maintain an accurate inventory of applicable emergency response vehicles equipped with preemption emitters 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, preemption emitter equipment pursuant to this Agreement. Marana shall provide a copy of the inventory and all notices of changes to the County Traffic Signal Supervisor.
- c) Use preemption equipment only when performing official Code 3 responses (emergency lights and sirens activated) where traffic signal preemption is appropriate and instruct all operators of Marana's emergency vehicles equipped with preemption emitters of this requirement on a regular basis.

- d) 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 jurisdictions and the site specific parameters of the signal(s) being preempted.
- e) Take appropriate administrative and disciplinary measures against any operator that violates preemption use procedures.
- f) Designate a Marana official or employee to be the official liaison with County and to be responsible for instruction and administering rules to the operators of EVP equipment.

4. County's Responsibilities: County, or County's agent, consultant or contractor, shall:

- a) Install and maintain preemption equipment and detectors at those County signalized intersections selected by County. In the selection of the intersections to be equipped with preemption equipment, County shall consider those intersections specifically requested by Marana 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 emitters purchased by Marana.
- 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 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 preemption equipment settings through the Pima County Signal Supervisor.

5. Ownership of Materials, Equipment and Appurtenances. All materials, equipment and appurtenances installed under this Agreement on emergency vehicles shall remain the property of Marana or its contractor as mutually agreed upon between Marana and contractor. All materials, equipment and appurtenances installed under this Agreement as part of County facilities shall remain the property of 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. Indemnification: To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") 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 Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successors, or assigns, provided

however, that the Indemnitor shall have no obligation to indemnify the Indemnatee for the Indemnatee's passive negligence.

In addition, Marana shall cause its contractor(s) and subcontractors, IF ANY, to indemnify, defend, save and hold harmless Pima County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Marana's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8. Insurance. When requested, a party shall provide the other party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self-insurance

9. Workers' Compensation. For purposes of Workers' Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed to be an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

10. 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) within three (3) business days after a certified or registered letter containing such notice (or selection), properly addressed, with postage prepaid, is deposited in the United States mail; and, if given otherwise than by registered or certified mail, it shall be deemed to have been given (or made) when delivered to and 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, Arizona 85713

MARANA: Chief of Police
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

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

11. Mailing effective. All notices, filings, consents, approvals and communications given by mail shall be deemed delivered upon receipt or 72 hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever occurs first.

12. 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.

14. 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.

15. Entire Agreement. This Agreement, together with all exhibits and attachments identified herein, constitute 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 superceded and merged in this Agreement.

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

17. 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.

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

MARANA:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson, Town Clerk

COUNTY:

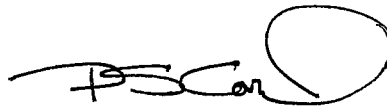
PIMA COUNTY, a body politic and corporate of the State of Arizona

By: _____
Sharon Bronson, Chair

ATTEST:

Robin Brigode, Clerk of the Board

Recommended to the Board:

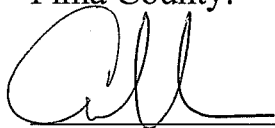


Priscilla Cornelio, P.E., Director
Pima County Dept. of Transportation

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Marana 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

3/10/2017

Date

Marana:

Attorney for Marana

Date