



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 2, 2018

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Green Valley Fire District

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and Green Valley Fire District for Emergency Vehicle Preemption (EVP) Equipment Access at Signalized Intersections.

**\*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 safe guards. This is to prevent unauthorized and unnecessary access.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Green Valley 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:**

Green Valley Fire District emergency vehicles will have access to signal preemption.

**\*Retroactive:**

No

To: COB-9-14-18  
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Revised 5/2018

**Contract / Award Information**Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 19\*34Effective Date: 10/2/2018 Termination Date: 10/1/2028 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, 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: Michelle Montagnino (Please return completed contracts to Michelle Guardado, 724-2663)Department: Transportation Telephone: 724-5895Department Director Signature/Date: Anast. Olivera 9/10/18Deputy County Administrator Signature/Date: [Signature] 9/10/18County Administrator Signature/Date: [Signature] 9/11/18  
(Required for Board Agenda/Addendum Items)

<b>CONTRACT</b>	
NO.	<u>CTN-TR-19-034</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

## **INTERGOVERNMENTAL AGREEMENT**

**Between**

**PIMA COUNTY**

**and the**

**GREEN VALLEY 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 Green Valley 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. This indemnity will survive the expiration or termination of this Agreement.

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  
Pima County Dept. of Transportation  
1313 S. Mission Road, Building # 28  
Tucson, AZ 85713

FIRE DISTRICT: Fire Chief  
Green Valley Fire District  
1285 W. Camino Encanto  
Green Valley, AZ 85622

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 document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

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. 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.

18. 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.

19. 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.

20. 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 \_\_\_\_\_ 2018

**PIMA COUNTY**

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

\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

**GREEN VALLEY FIRE DISTRICT**

  
Authorized Officer Signature

Charles Hunter FVCD Chief  
Printed Name and Title

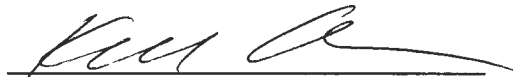
8/29/18  
Date



### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Green Valley Fire District has been reviewed 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 he or she represents.

PIMA COUNTY



Deputy County Attorney

**KELL OLSON**

Print DCA Name


7/17/18

Date

GREEN VALLEY FIRE DISTRICT



Attorney for the District



Printed Name and Title

2-31-18

Date