



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 2/19/2019

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Golder Ranch Fire District

***Project Title/Description:**

Intergovernmental Agreement between Pima County and Golder Ranch 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:**

Golder Ranch 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:**

Golder Ranch Fire Districts emergency vehicles will have access to signal preemption.

***Retroactive:**

No

To: COB - 1-29-19
Ver. - 1
pgs - 4
(2)

Contract / Award InformationDocument Type: CTN Department Code: TR Contract Number (i.e., 15-123): 19*119Effective Date: 2/19/2019 Termination Date: 2/18/2029 Prior Contract Number (Synergen/CMS): NA☒ Expense Amount: \$* 0 ☐ 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: Anant. Olivars1/23/19

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

E. P. ... 1/25/19
1/25/19

INTERGOVERNMENTAL AGREEMENT

Between
PIMA COUNTY
and the
GOLDER RANCH FIRE DISTRICT

CONTRACT

NO. CTN-TR-19-119

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter "County"), and the Golder Ranch 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 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. Insurance. When requested by the other party, each party shall provide proof to the other off their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance. If contracts are used, the contractor's insurance shall be reviewed and approved by the other jurisdiction.

7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") 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 Indemnatee are

caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This term will survive the expiration or termination of this Agreement.

8. Notices. Each party shall notify the other in writing within thirty (30) calendar days of the receipt of any claim, demands, suits, or judgments against the receiving party for which the party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article. All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

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

Golder Ranch Fire District:

Golder Ranch Fire District
Randy Karrer, Fire Chief
3885 E Golder Ranch Drive
Tucson, AZ 85739

9. Books and Records. Each party shall keep and maintain proper and complete books, records, and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

10. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or the Town.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will 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.

12. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between county and Town employees, or between Town and county employees. Neither party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roadways different from the standard of care that is reasonable for these roadways at these locations.

14. Compliance with Laws. The parties shall comply with applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5, as amended by Executive Orders Number 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

b. *Americans with Disabilities Act.* 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.

c. *A.R.S. § 38-511.* This Agreement is subject to the provisions of A.R.S. § 38-511.

15. Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of "uncontrollable forces." The term "uncontrollable forces" shall mean, for the purpose of this agreement, any cause beyond the control of the party affected, including, but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this
19th day of February, 2018.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Kell Olson
Deputy County Attorney

KELL OLSON

Print DCA Name

1/11/19
Date

GOLDER RANCH FIRE DISTRICT

Vicki Cox Golder
Chairman, Governing Board

Vicki Cox Golder, Chairperson
Printed Name and Title

12/11/18
Date

Anna W. F. Rife
Attorney for the District

Anna W. F. Rife
Printed Name and Title

12-11-18
Date