



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 4/2/19

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

or Procurement Director Award ☐

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

Town of Oro Valley

***Project Title/Description:**

Intergovernmental Agreement between Pima County and Town of Oro Valley for Emergency Vehicle Preemption (EVP) Equipment Access at Signalized Intersections.

***Purpose:**

To allow Oro Valley emergency response vehicles access to activate and preempt Pima County owned and operated traffic signals that have EVP capability. 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. This IGA provides a method for the County to provide Oro Valley access and sets forth the responsibilities of each party in that regard.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Oro Valley will obtain compatible 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 County's EVP signal receiving and traffic signal preemption equipment.

***Public Benefit:**

Improve emergency vehicle response times and expediency through signalized intersections.

***Metrics Available to Measure Performance:**

Town of Oro Valley emergency vehicles will have access to signal preemption.

***Retroactive:**

No

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Contract / Award Information

Document Type: CTN Department Code: TR Contract Number (i.e.,15-123): 19*147
Effective Date: 4/2/19 Termination Date: 4/1/29 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ 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

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: 724-5895

Department Director Signature/Date: Adam Alwan 2/22/19

Deputy County Administrator Signature/Date: [Signature] 2/22/19

County Administrator Signature/Date: [Signature] 2/22/19
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTN-TR-19-147</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY
and
ORO VALLEY

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 Oro Valley, Pima County, Arizona hereinafter ("Oro Valley") a municipal corporation of the State of Arizona pursuant to Arizona Revised Statutes (A.R.S.) § 11-951, *et seq.*

RECITALS

- A. County and Oro Valley have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952; and
- B. County has the authority under A.R.S. § 11-251(4) to layout, maintain, control and manage public roads within the County; and
- 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; and
- D. County and Oro Valley have determined that the installation of EVP equipment on County maintained traffic signals and related EVP activation equipment on certain Oro Valley 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 and applicable County maintained traffic signals and related EVP activation equipment on Oro Valley's emergency response vehicles that will be 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. This Agreement also may be canceled if for any reason the Pima County Board of Supervisors or Oro Valley's 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, except that Oro Valley will reimburse County for any actual costs that are reimbursable under this Agreement and were incurred before termination.
3. Oro Valley's Responsibilities: Oro Valley shall:
 - a) Purchase, install and maintain, on those emergency response vehicles operated by or on behalf of Oro Valley that Oro Valley 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. Oro Valley 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. Oro Valley 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 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. Oro Valley shall provide a copy of the inventory and all notices of changes to the County Traffic Signal Supervisor.
 - d) 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 Oro Valley's emergency vehicles equipped with preemption emitters 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 jurisdictions and the site specific parameters of the signal(s) being preempted.

- f) Take appropriate administrative and disciplinary measure against any operator that violates preemption use procedures.
- g) Designate an 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.
- h) Oro Valley's agent, consultant or contractor may perform any or all of the above obligations on behalf of Oro Valley.
- i) Reimburse County for actual costs of all EVP equipment, mutually agreed upon and expressly authorized by Oro Valley in writing, purchased and installed by County for the sole benefit of Oro Valley.

4. County's Responsibilities: County 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 Oro Valley 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 Oro Valley.
- 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.
- g) County's agent, consultant or contractor may perform any or all of the above obligations on behalf of the County.
- h) Invoice Oro Valley for the actual cost incurred by the County in purchasing and installing traffic control devices that will primarily benefit Oro Valley 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.

5. Ownership of Materials, Equipment and Appurtenances. All materials, equipment and appurtenances installed under this Agreement on emergency vehicles shall remain the property of Oro Valley or its contractor as mutually agreed upon between Oro Valley and contractor. All materials, equipment and appurtenances installed under this Agreement as part of County facilities shall remain the property of County.
6. Insurance. When requested by the other party, each party shall provide proof to the other of 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 "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. 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:

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

ORO VALLEY: Chief of Police
Oro Valley Police Department
11000 N. La Canada Dr.
Oro Valley, AZ 85737

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 ____ day of _____, 2019.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

ORO VALLEY



Authorized Officer Signature


Joseph C. Winfield, Mayor

Printed Name and Title

2/11/2019

Date

ATTEST:



Michael Standish, Town Clerk

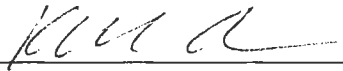
2/12/19

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Oro Valley 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:

 3/20/19
Deputy County Attorney Date
KELL OLSON

Oro Valley:

 2/12/19
Tobin Sidles, Legal Services Director Date