INTERLOCAL AGREEMENT FOR THE
DEPLOYMENT OF EMERGENCY VEHICLE PRIORITY EQUIPMENT
BETWEEN
HARRIS COUNTY
AND
CITY OF _____

This Interlocal Agreement is made pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, by and between Harris County, a body corporate and political, under the constitution and laws of the State of Texas, hereinafter referred to as the "County" and City of _____, a political subdivision of the State of Texas, acting by and through its governing body. The County and City are referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

I.   The County and City desire to enter into this Agreement to delineate the responsibilities of each Party for the purpose of the design, construction, implementation, operation, and maintenance of Emergency Vehicle Priority (EVP) devices on signalized roads maintained by the County in order to increase public and first responder safety and improve emergency response.

II.   The Parties recognize the need to minimize the impact of EVP systems on regional mobility along said signalized arterial corridors, and desire to deploy an EVP system, hereafter known of as the "System", that consists of (1) central control software, hereafter known as the "Software", that provides priority information to a central database, (2) vehicle transponder units, (3) intersection modules that interfaces with traffic controllers and (4) control software, hereafter known as the "Network". The Network provides remote management of signal timings that allows EVP in a manner that minimizes the impact on regional mobility along signalized arterial corridors within the County.

III.   Both Parties desire to enter into an Interlocal Agreement for deployment of an EVP system in accordance with the specifications established by the Harris County Engineering Department, which is hereby incorporated as Exhibit "A" (hereinafter referred to as the "County EVP Specification"). Both Parties agree that any funds expended as a result of this Interlocal Agreement shall come from current fiscal year funds.

Terms

Definitions: The following terms and Definitions apply to this Agreement:

A.   The EVP System or System include vehicle transponder units, intersection modules that interface with traffic controllers, and a central control software that monitors the System and provide remote configuration. This system will not be hosted on Harris County's ATMS system but instead on a third party server or cloud not maintained by Harris County.

B.   The Network consists of the local intersection and vehicle wireless network that is used for priority requests to the traffic controller.

C.   The EVP System and Network components shall include all active and passive electronic devices, and all wiring and/or communications medium required to provide emergency vehicle priority functionality. These devices specifically do not include equipment and materials owned, operated, maintained, constructed and/or procured by the County that provide basic services for (1) assigning vehicular right-of-way (ROW) for non-emergency response conditions and/or (2) providing remote communications between an intersection and a third party EVP central control system.

D.   The Software means the central control software of the EVP System that collects priority and incident data into a central database.

Vehicle Authorization is a system function that enables the System to receive requests for emergency vehicle priority from an authorized emergency vehicle in a manner that minimizes the impact to regional mobility. Without authorization, the emergency vehicle cannot preempt the intersection owned by the County.

1.   The County agrees to allow the City to procure, install, integrate, and maintain the System, provided that such actions are taken in accordance with the terms of this Agreement. Nothing in this Interlocal Agreement shall be construed to require the County to expend any funds for such procurement, installation, integration and maintenance.

2.   The City may not install any EVP infrastructure in accordance with this Agreement except to the extent that it coordinates with Harris County Engineering Department and obtains approval for the deployment by the Harris County Engineer, hereafter referred to as "County Engineer". Any such EVP infrastructure must, in the opinion of the County Engineer, in addition to meeting other criteria as set forth herein or which the County Engineer determines to be relevant: (1) have a minimal impact on mobility during emergency response situations, and (2) be remotely manageable. The City, prior to the installation of EVP devices in County infrastructure, must submit a written request to the County Engineer for deployment and receive written approval of its request prior to installation of any equipment. The written request must satisfy the following requirements, as well as any other information reasonably requested by the County Engineer:

A.   A list of intersections proposed for EVP installation and/or modification;

B.   A map showing the locations of the proposed modifications;

C.   Drawings and/or written specifications that are certified to comply with the County EVP Specification. The City or its designated contractor shall provide a sufficiently detailed description of the nature of the proposed improvements for each installation; and

D.   Written certification that the device will provide interoperability with the Harris County traffic signal local controller software.

The Parties agree that the County EVP Specification, as well as any supplemental specification established by the County pursuant to this Agreement, shall comply with the National Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP) standards. The Parties also agree that any equipment installed by the CityESD shall also comply with the NTCIP standard. Any other requirements or clarifications regarding the County EVP Specification or any equipment installed by the City that CANNOT be resolved between the County Engineer and the City shall be electronically communicated to the Harris County Attorney's office and the City Legal Counsel and City Council.

3.   The County Engineer will review written requests for the deployment of EVP infrastructure. In addition to other criteria, the request must successfully demonstrate an ability to balance the need for regional mobility and emergency response enhancements within a corridor. As a minimum, factors that will be considered as a condition for approval include, but are not limited to:

A.   The ability to allow remote management of the EVP infrastructure by the City;

B,   The ability of the City, either individually or with the support of other emergency services districts with which it may cooperate, to demonstrate an ability and willingness to financially support the ongoing operational and maintenance investment associated with the deployment;

C.   The ability to integrate field devices into County signal local traffic controller cabinet and controller;

D.   Ability for operation and maintenance of the EVP System in accordance with this Agreement; and

4.   The County must be able to, and shall be authorized to, inactivate all or any part of the System to the extent that the County Engineer determines that the EVP System or any part thereof is not meeting the requirements upon which his approval of the deployment was based. Upon any disconnection by the County Engineer, or a contractor of the County Engineer, the County shall provide, within one (1) business day, notice of any such disconnection by email to the City EVP Representative designated in Exhibit "B".

5.   It is understood that the County shall have no responsibility for maintenance of System or Network components of the EVP infrastructure. Upon failure of the City to maintain these components in a working manner, the County may disconnect the device or system and dispose of it in such manner as it may deem fitting.

6.   Any suspected malfunctions of field devices located within a County intersection control system identified by the City must be communicated to the County at 713-881-3210, by email to trafficsignalmaintenance@hcpid.org or by such other means as may be designated by the County Engineer.

7.   Upon notification by the County of malfunctions, the City must supply replacement equipment, at no cost to the County, to address the system malfunction in a manner that is as timely as possible.

8.   The County Engineer may withhold approval of activation of the EVP System or any part thereof until such system or part satisfactorily meets the requirements of the County EVP Specification.

9.   As a condition of continued operation of the System under this Agreement, the City must procure, support, operate, and maintain System and Network components, at no cost to the County, for the purpose of coordinating EVP response of designated County traffic signals to requests for emergency vehicle priority. These activities shall include: (1) procurement administration, (2) procurement installation of all system software and hardware components, (3) installation of required networking and/or communications infrastructure and (4) obtaining all vendor services required to make System operational and/or that are required to allow System to function in its intended purpose.

10.   The County Engineer will identify and provide a point of contact for resolution of all System, Network and Software issues for both the City and its vendor(s), including warranty and repair.

11.   The County Engineer must be notified of the proposed installation of intersection equipment. No such installation shall take place unless and until a County Engineer, or a qualified representative designated by the County Engineer, is present and any direction from such person is followed, or the County Engineer has provided written notification to proceed with the intersection(s) equipment installation.

12.   The City shall, through its EVP System vendor, at no expense to the County, provide on-call technical support for System, Network and Software.

13.   Upgrades to System-wide embedded firmware or Software upgrades must be approved by the City and the County Engineer. The City and the County understand that when a system-wide embedded firmware or Software upgrade is necessary, all cooperating local governments agree to the upgrade. Therefore, it is the responsibility of the City to ensure such agreement before the City provides its approval.

   A.   The City must notify and provide equipment upgrade costs prior to planned upgrade to all participating emergency services districts so the upgrade can be coordinated with all participating emergency services districts to maintain System integrity and performance.

   B.   Any updates to the System, Software, or Network that would impact the operation of the City apparatus that is utilizing the EVP devices shall be communicated by email to the other affected Cities and ESDs through the designated City Administrative Office designee and by email to the City EVP Representative as set forth in Exhibit "B".

Similarly, prior to any such upgrades to System-wide embedded firmware or Software being initiated by the County Engineer, the County Engineer shall provide notice by email to the City Administrative Office and by email to the City EVP Representative, as set forth in Exhibit "B". Additionally, prior to any such upgrade or modification to the System-wide embedded firmware

or Software, the City EVP Representative and the County Engineer shall perform a joint study of the impact the upgrade will have on the System.

14.   The County shall have no responsibility for the procurement or shared procurement with the City or other cooperating local governments of the Software, server or servers, the installation of Software and servers, any fees paid to vendors of System components or the supply of upgrades to servers and Software.

15.   All equipment procured by the City shall remain the sole property of the City. System, Software and Network are not to be used for any other purpose except as agreed upon by the City. In addition, the County shall have no responsibility for any damage to, or responsibility thereof for any System, Network or Software component.

16.   Configuration of electronic components inside the traffic signal control equipment that are used to modify traffic signal timing parameters shall only be performed either by or under the direction or supervision of the County or any third (3rd) parties approved by the County Engineer.

17.   Provision by the City of any and all necessary training is a prerequisite to configuration, deployment, implementation, and/or utilization the EVP System. The County shall have no responsibility or liability for adverse impacts to the EVP System or for any other claims caused by the lack of training provided by the City.

18.   No vehicle shall be allowed to participate in the EVP System, unless the City (1) submits the vehicle type (FEMA designation) and (2) the vehicle ID (local government designation) to the County Engineer and the participation of such vehicle is approved by the County Engineer. Such approval shall be given within ten (10) business days of receipt by the County Engineer. It is expressly understood that only vehicles with the FEMA definitions listed in Table 1, attached hereto and incorporated herein for all purposes, will be considered for AUTHORIZATION. It is expressly understood that no personal vehicles will be AUTHORIZED or otherwise allowed to access the System.

19.   It is understood that the System will use the approved list of vehicles to pre-authorize each agency's vehicles and authenticate them at each intersection that is equipped with the EVP System. Those vehicles not approved shall be disabled and unable to activate the EVP System.

20.   This Interlocal Agreement will become effective upon the latest date of approval by either Party and remain in full force and effect for twelve (12) consecutive months. This Interlocal Agreement may be automatically renewed upon each anniversary date unless earlier terminated by either Party.   This Agreement may be terminated upon thirty (30) days advance written notice by either the County or the City, but this provision shall not affect the County's or the City's other available remedies under this Agreement.

21.   In order that the County and the City may monitor utilization of the System to ensure that requests for EVP are associated with legitimate requests to provide emergency response, the System shall, at a minimum, be capable of producing a report that summarizes, for each request for priority, the System ID for the vehicle requesting priority and the intersection priority record compiled by the EVP System. This information shall be compiled in a format that is mutually

acceptable to the Parties to this Agreement for the purpose of evaluating adherence to the proper use of the system.

22.   The County Engineer and the City agree to participate in non-binding mediation by the Harris County Fire Marshal in regard to disputes and difficulties arising under this Agreement.

23.   Notwithstanding any other provision of this agreement, nothing herein shall be construed as a contractual obligation of either the County or the City to expend funds, and no failure to expend funds shall be considered a breach of contract; the only remedies of either Party being those specifically set forth herein. If either Party decides to expend any funds under this Agreement, each Party agrees that any expenditure will be made from current revenues available to the paying Party.

24.   Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

City of _____

HARRIS COUNTY

By: _____

      _____

       City Representative

By: _____

       LINA HIDALGO

       COUNTY JUDGE

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO FORM:

VINCE RYAN

COUNTY ATTORNEY

By: _____

       Barbara Smith Armstrong

       Senior Assistant County Attorney

       C.A. File No. 19GEN0283

City Attorney Name:_____

City Attorney Address:_____

City Attorney City/State/Zip: _____

TABLE 1. APPROVED VEHICLE TYPES

Ambulance, ground
Aerial Apparatus, Fire
Supervisor / Command Vehicle (SUV)
Supervisor / Command Vehicle (P/U Truck)
Engine, Fire, (Pumper)
Engine, Fire, (Brush truck)
Rescue/Service Vehicle, firefighting
Tender, foam, firefighting
Tender, Water, (Tanker)
Transport, Track Dozer / Heavy Equipment

Exhibit "A"

Harris County EVP System Specifications

(Follow Behind)

Exhibit "B"

Contact information

Harris County Engineer Representative:

_____
Name

_____
Address

_____
Phone Number

_____
Email Address

City EVP Representative:

_____
Name

_____
Address

_____
Phone Number

_____
Email Address

City Administrative Office:

_____
Name

_____
Address

_____
Phone Number

_____
Email Address

City Legal Counsel:

_____
Name

_____
Address

_____
Phone Number

_____
Email Address