



**Original Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 17\*29  
Effective Date: 9/6/2016 Termination Date: 9/30/2026 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ 0  
Funding Source(s): N/A

Cost to Pima County General Fund: \_\_\_\_\_

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

Department: Traffic Engineering Telephone: 724-2371

Department Director Signature/Date: [Signature] 8/18/16

Deputy County Administrator Signature/Date: [Signature] 8/25/16

County Administrator Signature/Date: [Signature] 8/25/16  
(Required for Board Agenda/Addendum Items)

Contract No: CTN-TR-17-029 Amendment No: \_\_\_\_\_

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

INTERGOVERNMENTAL AGREEMENT

Between

PIMA COUNTY

and the

PASCUA YAQUI TRIBE

For

Emergency Vehicle Preemption Equipment at Signalized Intersection and Response Vehicles

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 Pascua Yaqui Tribe (hereafter "Tribe", a federally recognized tribe pursuant to the provisions of Arizona Revised Statutes (ARS) Section 11-952.

**RECITALS**

A. WHEREAS, County and Tribe may contract for services or enter into agreements with one another for joint or cooperative action pursuant to ARS. § 11-951 et. seq.

B. WHEREAS, County has the authority under ARS § 11-251(4) to lay out, maintain, control and manage public roads within the County and has the authority under ARS § 11-251(59) to provide, on unanimous consent of the Board of Supervisors, technical assistance and related services to a fire department pursuant to an intergovernmental agreement.

C. WHEREAS, the Pascua Yaqui Tribal Council is authorized by Section 1(a) of Article VI of the Constitution of the Pascua Yaqui Tribe to negotiate, approve and enter into agreements with federal, state and local governments on behalf of the Pascua Yaqui Tribe.

D. WHEREAS, 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.

E. WHEREAS, County and Tribe have determined that the installation of EVP equipment on all County maintained traffic signals and related EVP activation equipment on certain Tribal 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 Tribe'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 the fully executed Agreement is filed with the Office of the Pima County Recorder 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 Department's Tribal 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. Tribe's Responsibilities: The Tribe shall:

- a) Purchase, install, and maintain, on those emergency response vehicles operated by or on behalf of the Tribe that the Tribe 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 Tribe 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 Tribe 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. The Tribe 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 Tribe'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 Tribal 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) The Tribe's agent, consultant or contractor may perform any or all of the above obligations on behalf of the Tribe.
- i) Under this agreement, the Tribe agrees that it will not request additional EVP equipment or installation on County maintained roads which would result in the County incurring additional cost.

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 Tribe 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 Tribe.
- 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) County's agent, consultant or contractor may perform any or all of the above obligations on behalf of the County.
- h) Purchase and install EVP equipment for the preemption of the traffic signal at those intersections in which modifications may be necessary, as determined by County, in its sole discretion.

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 Tribe or its contractor as mutually agreed upon between the Tribe and contractor. All materials, equipment and appurtenances installed under this Agreement as part of County facilities shall remain the property of the County.

6. Dispute Resolution. The parties designated representatives are authorized to negotiate and attempt to resolve any dispute arising out of or relating to this Agreement. Nothing herein prevents the designated parties from referring the matter to a higher level of management for resolution. The designated parties are as follows:

**Pima County designee:**

Name: Priscilla Cornelio

Title: Director

Address: 201 N. Stone Ave, 4<sup>th</sup> Floor, Tucson, AZ 85701-1207

Phone No.: (520) 724-6410

Email Address: [Priscilla.Cornelio@pima.gov](mailto:Priscilla.Cornelio@pima.gov)

**Pascua Yaqui Tribe designee:**

Name: Andre Matus, Sr.

Title: Pascua Yaqui Tribe Fire Chief

Address: 4631 W. Calle Torim, Tucson Arizona 85757

Phone No.: (520) 879-5723

Email Address: [Andre.Matus2@pascuayaqui-nsn.gov](mailto:Andre.Matus2@pascuayaqui-nsn.gov)

- a) Any party may give the other party written notice of dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notices shall include with reasonable particularity (i) a statement of the party's position and a summary of arguments supporting that position, and (ii) the proposed resolution. Within 30 days of delivery of the notice, unless agreed otherwise, the parties shall meet at a mutually acceptable time and place.
- b) All offers, agreements, and statements, whether oral or written, made in the course of negotiation by any of the parties, their agents and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- c) If the parties do not resolve the matter, either party may terminate the Agreement according to the Termination provision herein.

7. Insurance. If contractors are ever used, the contractors' insurance shall be reviewed and approved by Pima County.

8. Own Acts Responsibility. Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting



from any act or omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which the party may have by operation of law.

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

Pascua Yaqui Tribe: Attorney General  
Office of the Attorney General  
7777 S. Camino Huivisim, Bldg C  
Tucson, Arizona 85757

Technical questions and reports of equipment failure or malfunction should be referred to:

Fire Chief  
Pascua Yaqui Fire Department  
4631 W. Calle Torim  
Tucson, Arizona 85757

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 Agreement constitutes 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 superseded and merged in this Agreement.

15. Amendment. This Agreement shall not be modified, amended, altered or changed except by written amendment signed by both parties. Any amendment executed by the parties shall be recorded in the Office of the Pima County Recorder within 10 days following execution of such amendment.

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. Sovereign Immunity. This agreement in no way waives any rights held by the Tribe under the Constitution of the Pascua Yaqui Tribe, including but not limited to Article XXIV, Sovereign Immunity.



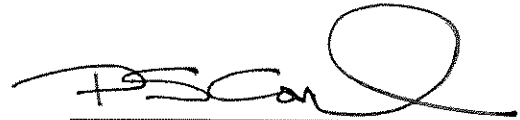
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

PIMA COUNTY BOARD OF SUPERVISORS:

ATTEST:

\_\_\_\_\_  
Sharon Bronson, Chair

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

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

PASCUA YAQUI TRIBE:

Recommended to the Tribal Council:

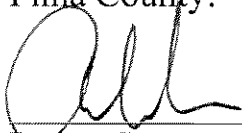
\_\_\_\_\_  
NAME OF PERSON TO SIGN

\_\_\_\_\_  
Robert Valencia, Tribal Chairman  
Pascua Yaqui Tribe

## Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe 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**

8/5/2016

Date

Pascua Yaqui Tribe:

\_\_\_\_\_  
Attorney for the Department

\_\_\_\_\_  
Date