



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

Award  Contract  Grant

Requested Board Meeting Date: September 4, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Pascua Yaqui Tribe Police and Fire Departments (Pascua Yaqui Tribe).

**\*Project Title/Description:**

Subscriber Services Agreement between Pima County Wireless Integrated Network (PCWIN) and Pascua Yaqui Tribe Police and Fire Departments

**\*Purpose:**

The purpose of this agreement between PCWIN and Pascua Yaqui Tribe Police and Fire Departments is to provide subscriber repair and maintenance per the terms of the agreement.

**\*Procurement Method:**

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

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

To ensure PCWIN equipment is sufficiently maintained and remains fully functional.

**\*Public Benefit:**

To support efforts of PCWIN, a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County.

**\*Metrics Available to Measure Performance:**

Pascua Yaqui Tribe will make timely payments per the Agreement.

**\*Retroactive:**

NA

To: COB- 8-16-18  
Ver. - 1  
pgs - 16  
(2)

**Contract / Award Information**

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 19\*020

Effective Date: 9/4/18 Termination Date: 9/3/23 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 61,775.40

\*Funding Source(s) required: Pascua Yaqui Tribe

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: Nicole Burdette

Department: PCWIN

Telephone: 724-9320

Department Director Signature/Date: [Signature] 8-14-2018

Deputy County Administrator Signature/Date: [Signature] 8-15-18

County Administrator Signature/Date: [Signature] 8/15/18  
*(Required for Board Agenda/Addendum Items)*

<p><b>PIMA COUNTY WIRELESS INTEGRATED NETWORK</b></p> <p><b>PROJECT: SUBSCRIBER SERVICES</b></p> <p><b>GRANTEE: PASCUA YAQUI TRIBE POLICE AND FIRE DEPARTMENTS</b></p> <p><b>CONTRACT NO.: CTN- WIN- 19*020</b></p> <p><b>REVENUE AMOUNT: \$ 12,355.08</b></p>	<table border="1"> <tr> <td data-bbox="943 197 1458 239" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td data-bbox="943 239 1458 296">NO. <u>CTN- WIN- 19-020</u></td> </tr> <tr> <td data-bbox="943 296 1458 338">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="943 338 1458 464">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	<b>CONTRACT</b>	NO. <u>CTN- WIN- 19-020</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
NO. <u>CTN- WIN- 19-020</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

**INTERGOVERNMENTAL AGREEMENT  
FOR PCWIN SUBSCRIBER SERVICES BETWEEN  
PIMA COUNTY AND PASCUA YAQUI TRIBE POLICE  
AND FIRE DEPARTMENTS**

**THIS INTERGOVERNMENTAL AGREEMENT (Agreement)**, is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and Pascua Yaqui Tribe, a federally recognized Indian tribe, Police and Fire Departments ( hereafter referred to as "Tribe") pursuant to A.R.S. §11-952 *et seq.*

**WHEREAS**, County may contract for services and enter into agreements with public agencies for joint or cooperative action pursuant to A.R.S. § 11-952 *et seq.* and A.R.S. § 41-2632 *et seq.*; and

**WHEREAS**, Tribe may contract for services and enter into agreements with federal, state and local governments pursuant to Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe; and

**WHEREAS**, County is entering into this Agreement under the authority and pursuant to Section 3.1.6 of the Intergovernmental Agreement to Operate, Maintain, Sustain, Improve, and Finance the Pima County Wireless Integrated Network (the "PCWIN Governance Agreement"). This Agreement is subject to the terms and conditions of the PCWIN Governance Agreement; and

**WHEREAS**, Pima County Board of Supervisors Resolution 2013-89 grants authority to the PCWIN Executive Director to approve and sign contracts with other entities to carry out the purposes of the PCWIN Cooperative; and

**WHEREAS**, County has implemented a regional public safety communications network known as the Pima County Wireless Integrated Network ("**PCWIN**"); and

**WHEREAS**, Tribe has participated in the PCWIN Communications Network since 2010 and desires to continue participating in the PCWIN Communications Network; and

**WHEREAS**, Tribe finds it is in the best interest of the community and public safety to use radio subscribers on PCWIN and does not have the ability to maintain same; and

**WHEREAS**, County has facilities and resources to maintain and service PCWIN subscriber equipment; and

**WHEREAS**, County is willing to provide communication service and equipment maintenance to Tribe.

**NOW, THEREFORE** County and Tribe agree as follows:

## **1. Purpose**

The purpose of this Agreement is to set forth the responsibilities of the parties and provide communication service and equipment maintenance to Tribe.

## **2. Scope**

- 2.1. County, through its PCWIN, Wireless Services Division, will provide communication equipment maintenance to Tribe at 3434 E. 22<sup>nd</sup> Street, Tucson, Arizona, 85713. County will only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Tribe, and all affected equipment must be clearly marked or identified as such.
- 2.2. County guarantees communication equipment maintenance work for ninety (90) days and will pass on to Tribe any parts warranty provided by the manufacturer. If County communication equipment maintenance work or replacement parts fail in normal service within that period, County will make additional repairs at no additional charge to Tribe. County provides no other express warranty on communication equipment maintenance work. Any implied warranty of merchantability or fitness is limited to the ninety (90) day duration of this warranty.
- 2.3. Tribe is liable for all damages to the County facility caused by Tribe in the course of maintaining the Tribe's communication equipment, except for damages that result from the sole negligence of County.

## **3. Payment**

- 3.1. County will bill Tribe monthly through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in arrears of the service provided. Current rates are outlined in Exhibit A. Exhibit B requires Tribe to opt for either monthly or time and materials billing; provided, however, that Tribe may opt for **both** monthly and time and materials payment. Tribe will pay County within thirty (30) days of receipt of County's bill.
- 3.2. If, after ten (10) days additional written notice to Tribe, it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice to Tribe.
- 3.3. County reserves the right to increase the rates set forth in Exhibit A as applicable to Tribe, if County's actual costs for labor or materials increase. County will provide sixty (60) days' written notice of any increase in rates or charges to Tribe.

## **4. Term and Termination**

- 4.1. County and Tribe will within their lawful methods of financing provide for payment of the costs and expenses of their obligations arising each year under this Agreement from current annual budgeted funds for that year.

The initial term of this Agreement begins on the date last executed by the parties and is effective for five (5) years unless otherwise terminated in accordance with 4.2 and 4.3

below. This Agreement may be renewed for additional (5) five-year terms as long as Tribe maintains its membership in PCWIN. Notwithstanding the foregoing, this Agreement automatically terminates upon dissolution of the PCWIN Cooperative.

Tribe may select a new maintenance option, Monthly Maintenance or Time and Material, by written notice to County annually by March 30<sup>th</sup>. Once the County, through its PCWIN Board, approves the budget for an upcoming fiscal year, any changes that result in a reduction in the approved budgeted amount will not become effective until July 1<sup>st</sup> of the fiscal year following that for which the budget has been approved. If Tribe desires no changes, the existing maintenance will remain in effect.

- 4.2. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or Tribe's governing body do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County will have no further obligation to Tribe, and Tribe's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement.
- 4.3. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the anniversary of the Effective Date.

## **5. Severability**

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

## **6. 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 damages 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 right to indemnification, contribution or subrogation which the party may have by operation of the law.

## **7. Cancellation For Conflict Of Interest**

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

## **8. No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement will create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of Tribe's employees, or between Tribe and any County employees. None of the parties are liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including (without limitation) Tribe's and County's obligation to withhold Social Security and income taxes for itself or any of its employees.

## 9. Insurance.

- 9.1. Coverages. Subject to section 9.5 below, the Parties to this Agreement will obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:
- 9.1.1 Commercial General Liability. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to include County as an additional insured with coverage at least as broad as ISO form CG 20 10.
- 9.1.2 Commercial General Automobile Liability. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).
- 9.1.3 Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.
- 9.1.4 Property. Property insurance covering the Party's real and personal property.
- 9.2. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.
- 9.3. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.
- 9.4. Certificates of Insurance. The Parties will provide each other with current certificates of insurance within thirty (30) days of the execution of this Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Agreement of cancellation, non-renewal or material change.
- 9.5. Self-Insurance Pool. The requirements of this Section may be alternatively met by the Parties through self-insurance or participation in a governmental insurance risk pool, at no less than the minimal levels set forth in this Section. If applicable, Parties to this Agreement will provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01 within thirty (30) days of the execution of this Agreement. All certificates must provide for guaranteed thirty (30) days' written notice to all other Parties of cancellation, non-renewal or material change.

## 10. Compliance with Laws

The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement must be filed and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement apply, but do not require an amendment.

## 11. Non-Discrimination

Tribe agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this agreement as if set forth in full herein.

## 12. No Third Party Beneficiaries

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

## 13. Workers' Compensation

Tribe will comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, Tribe is considered the primary employer of all personnel currently or hereafter employed by Tribe, irrespective of the operations of protocol in place, and Tribe has the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of its employees.

## 14. Notice

Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Rick Brown  
3434 E. 22<sup>nd</sup> Street  
Suite C  
Tucson, Arizona 85713  
(520) 724-9320  
[Rick.Brown@pima.gov](mailto:Rick.Brown@pima.gov)

PASCUA YAQUI TRIBE:

Laura Berglan  
Attorney General, Pascua Yaqui Tribe  
7777 S. Camino Huivisim, Bldg. C  
Tucson, Arizona 85757  
(520) 883-5119  
[laura.berglan@pascuayaqui-nsn.gov](mailto:laura.berglan@pascuayaqui-nsn.gov)

## 15. Entire Agreement

This document, including any Exhibits, constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

## 16. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**

**PASCUA YAQUI TRIBE**

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

  
\_\_\_\_\_  
Robert Valencia, Chairman

\_\_\_\_\_  
Date

8-9-18  
\_\_\_\_\_  
Date

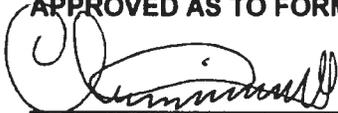
Attest

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

\_\_\_\_\_  
Date

The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe has been reviewed pursuant to the laws of each party by the undersigned, who have determined, as counsel for their respective parties, that it is in proper form and is within the powers and authority granted each party.

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Pima County Deputy County Attorney

6-19-2018  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Pascua Yaqui Attorney General

8/6/18  
\_\_\_\_\_  
Date

EXHIBIT A  
**PCWIN Wireless Services**

**Monthly Subscriber Maintenance Services**

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> <li>• Programming</li> <li>• New radio activation</li> <li>• Basic troubleshooting</li> <li>• Load/remove encryption key</li> <li>• Radio inhibit (lost or stolen) -Documentation will need to be provided</li> <li>• Loaner radio during radio repairs, if available</li> </ul>	<b>\$8.00 per radio, Monthly fee</b>
Parts/accessories replaced; <ul style="list-style-type: none"> <li>• Knobs</li> <li>• Belt Clips</li> <li>• Batteries</li> <li>• Antennas</li> <li>• Dust Covers</li> <li>• Single Unit Desk Chargers</li> <li>• Dual Head Conversion Kits</li> </ul>	<b>No Charge</b>
<b>Radio Reactivation/Deactivation fee</b>	<b>\$50 per occurrence, per radio</b>
<b>FedEx Shipping Flat Rate Fee</b>	<b>\$20</b>
<b>Annual Preventative Maintenance</b>	<b>No Charge</b>
Preventative Maintenance includes: <ul style="list-style-type: none"> <li><u>Portable Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Mobile Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Pre/post Inspection of vehicle</li> <li>✓ Test coax and antenna</li> <li>✓ Removal and installation of radio</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Control Station</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> </ul>	<b>No Charge</b>

**NOTES**

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Damage caused by physical abuse, chemicals, or liquids are NOT covered.
3. Covered replacement parts are a 1 for 1 swap; damaged/malfunctioning parts must be turned in to receive replacement.
4. Lost or stolen parts will be charged to the agency/department.
5. Repair or replacement of coax and wiring is not covered.

EXHIBIT A  
**PCWIN Wireless Services**

**Time and Material Subscriber Maintenance Services**

ITEM	PRICE
Subscriber Services Provided; <ul style="list-style-type: none"> <li>• New radio activation</li> <li>• Reprogramming repaired radio</li> <li>• UID changes</li> <li>• Talkgroup changes</li> <li>• Fleetmap modification</li> <li>• Load/remove encryption key</li> <li>• Radio inhibit (lost or stolen). Documentation will need to be provided</li> </ul>	<b>\$40.00 per hour, 1 hour minimum charge</b>
<b>Radio Reactivation/Deactivation fee</b>	<b>\$50 per occurrence, per radio</b>
<b>FedEx Shipping Flat Rate Fee</b>	<b>\$20</b>
<b>Mileage</b>	<b>\$1.16 per mile<sup>1</sup></b>
<b>Annual Preventative Maintenance</b>	<b>\$20 per radio</b>
T&M Subscriber Services customers are required to have an annual preventative maintenance check performed on their radios which includes: <ul style="list-style-type: none"> <li><u>Portable Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Mobile Radios</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Pre/post inspection of vehicle</li> <li>✓ Test coax and antenna</li> <li>✓ Removal and installation of radio</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> <li><u>Control Station</u> <ul style="list-style-type: none"> <li>✓ Inspect and clean</li> <li>✓ Test/tune radio to factory specifications</li> </ul> </li> </ul>	

**NOTES**

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Parts and materials used for repairs will be billed at current approved rate.

<sup>1</sup> Mileage computed from PCWIN Wireless Services, 3434 E. 22<sup>nd</sup> Street, Tucson, AZ

## EXHIBIT B

<b>Agency Name</b>	Pascua Pueblo Fire Dept.
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	Both

	Totals
# of Mobiles	10
# of Portables	18
# of Control Stations	1
# of DVRs	1
<b>Totals</b>	<b>30</b>

Monthly		\$8 Monthly Fee (\$96 Annual)
Mobiles	0	\$ -
Portables	18	\$ 1,728.00
Control Stations	0	\$ -
DVRs	0	\$ -
<b>Totals</b>	<b>18</b>	<b>\$ 1,728.00</b>

T&M		\$20 Base Annual Fee
Mobiles	10	\$ 200.00
Portables	0	\$ -
Control Stations	1	\$ 20.00
DVRs	1	\$ 20.00
<b>Totals</b>	<b>12</b>	<b>\$ 240.00</b>

**T&M Estimated Annual Service Cost\***      \$                      **211.08**

<b>Grand Total</b>	<b>30</b>	<b>\$ 2,179.08</b>
--------------------	-----------	--------------------

\*10% of total radios needing 1 hour repair and an average of battery, belt clip and antenna replacement (\$135.90 for parts and \$40 for one hour of labor = \$175.90).

<b>Agency Name</b>	Pascua Yaqui Police Dept.
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	Monthly

	<b>Totals</b>
# of Mobiles	40
# of Portables	60
# of Control Stations	4
# of Consolettes	4
<b>Totals</b>	<b>108</b>

<b>Monthly</b>		<b>\$8 Monthly Fee (\$96 Annual)</b>
Mobiles	40	\$ 3,840.00
Portables	60	\$ 5,760.00
Control Stations	4	\$ 384.00
Consolettes	2	\$ 192.00
<b>Totals</b>	<b>108</b>	<b>\$ 10,176.00</b>

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
Mobiles	0	\$ -
Portables	0	\$ -
Control Stations	0	\$ -
Consolettes	0	\$ -
<b>Totals</b>	<b>0</b>	<b>\$ -</b>

**T&M Estimated Annual Service Cost\*** \$ -

<b>Grand Total</b>	<b>108</b>	<b>\$ 10,176.00</b>
--------------------	------------	---------------------

\*10% of total radios needing 1 hour repair and an average of battery, belt clip and antenna replacement (\$135.90 for parts and \$40 for one hour of labor = \$175.90).

# PASCUA YAQUI TRIBE

RESOLUTION NO. C06-132-18

## RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE PASCUA YAQUI TRIBE AND PIMA COUNTY FOR PCWIN SUBSCRIBER SERVICES

**WHEREAS,** the Tribal Council is the governing body of the Pascua Yaqui Tribe and has the authority to negotiate and enter into agreements with federal, state, and local governments on behalf of the Tribe (Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe); and

**WHEREAS,** the Pascua Yaqui Police Department has determined that it would be in the best interests of the Tribe and its members to enter into an agreement with Pima County for the provision of PCWIN subscriber services to the Pascua Yaqui Police and Fire Departments; and

**WHEREAS,** the Pascua Yaqui Police Department recommends that the Tribe enter into an intergovernmental agreement ("IGA") with Pima County for the provision of PCWIN subscriber services; and

**WHEREAS,** the Office of the Attorney General approves to form an IGA (incorporated herein by this reference) to govern the Tribe's relationship with Pima County, which shall be for a five-year period beginning on the date of final execution of the IGA, and which shall be extendable for up to one additional five-year period; and

**WHEREAS,** the Tribal Council has determined that it would be in the best interests of the Tribe to enter into an IGA with Pima County for the provision of PCWIN subscriber services.

**NOW THEREFORE BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE PASCUA YAQUI TRIBE** that the Tribal Council hereby (1) approves the IGA with Pima County, substantially in the form attached hereto, for the provision of PCWIN subscriber services, effective for a five-year period beginning on the date of final execution of the IGA; (2) authorizes the Chairman to execute the IGA and any extensions or amendments thereto that extend funding or make non-substantive changes to the IGA on behalf of the Tribe; and (3) authorizes the Chairman to take necessary and proper action to execute, implement, and enforce the IGA and this Resolution.

**CERTIFICATION**

**THE FOREGOING** was on **June 27, 2018** duly adopted by a vote of **NINE** in favor, **ZERO** opposed, and **ZERO** abstaining, by the Tribal Council of the Pascua Yaqui Tribe pursuant to authority vested in it by Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe, as adopted on January 26, 1988 and approved by the Secretary of the Interior of February 8, 1988 pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).



\_\_\_\_\_  
**CHAIRMAN OF THE PASCUA YAQUI TRIBE**



\_\_\_\_\_  
**SECRETARY OF THE PASCUA YAQUI TRIBE**

