



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

**Requested Board Meeting Date:** April 18, 2017

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** Pascua Yaqui Tribe Police and Fire Departments

**Project Title/Description:**

Intergovernmental Agreement for Pima County Wireless Integrated Network (PCWIN) Subscriber Services

**Purpose:**

The Intergovernmental Agreement between Pima County and Pascua Yaqui Tribe Police and Fire Departments regarding Subscriber Services will run concurrently with Pascua Yaqui's membership in PCWIN but will be renewed on an annual basis. The IGA is effective for (1) one year upon endorsement by the Pima County Board of Supervisors unless otherwise terminated by either party in accordance with Section 4C of the IGA. The IGA was made and entered into by the parties pursuant to A.R.S. §§11-951 through 11-954, and 41-2631 through 41-2634.

PCWIN Subscriber Services and City of Tucson General Services Division are the only two service providers authorized by the PCWIN Board of Directors for subscriber repair and maintenance. Pascua Yaqui Tribe Police and Fire Departments have chosen PCWIN Subscriber Services to provide this service. Therefore, since PCWIN Subscriber Services has sufficient facilities, resources, and expertise to maintain and service PCWIN communication equipment, Pascua Yaqui Tribe Police and Fire Departments has agreed to pay Pima County for time and materials as specified in Exhibit B.

**Procurement Method:**

D 29.4.XI.H. "Other Non-Procurement Contracts"

**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 Police and Fire Departments to maintain equipment and make timely payments per terms of the Agreement.

**Retroactive:**

N/A

To: CoB- 3-22-17 (2)  
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pgs. - 16

Procure Dept 03/21/17 PM01:56

**Original Information**

Document Type: CTN Department Code: WIN Contract Number (i.e., 15-123): 17\*165  
Effective Date: 4/18/2017 Termination Date: 4/17/2018 Prior Contract Number (Synergen/CMS):  
☐ Expense Amount: \$ ☒ Revenue Amount: \$ 13,202.88  
Funding Source(s): Pascua Yaqui Tribe Police and Fire Departments

Cost to Pima County General Fund: N/A

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: Rick Brown

Department: PCWIN

Telephone: 724-7574

Department Director Signature/Date:

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:  
(Required for Board Agenda/Addendum Items)

*[Handwritten signatures and dates]*  
3-20-17  
3-21-17  
3/21/17

**PIMA COUNTY WIRELESS INTEGRATED  
NETWORK**

**PROJECT: SUBSCRIBER SERVICES**

**GRANTEE: PASCUA YAQUI TRIBE POLICE  
AND FIRE DEPARTMENTS**

**CONTRACT NO.: CTN-WIN-**

**REVENUE AMOUNT: \$ 13,202.88**

**CONTRACT**

**NO. CTN-WIN-17-165**

**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 DEPARTMENT**

**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 and Tribe may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§11-951 through 11-954 and 41-2631 through 41-2634; 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 program since 2010 and will continue to participate in the PCWIN program; and

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

**WHEREAS**, County has facilities and resources to maintain and service PCWIN communication 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:**

- A. County, through its PCWIN, Wireless Services Division, 1313 South Mission Road, Bldg 27S, Tucson, Arizona, 85713, will provide communication equipment maintenance to Tribe. 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.
- B. 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.
- C. 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**

- A. 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 the attached Exhibit A. Exhibits B and C require each participating Public Agency 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.
- B. 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.
- C. County reserves the right to increase the rates set forth in Exhibit A or Time and Materials charges as applicable to Tribe, if County's actual costs for labor or materials increase. County will provide written notice of any increase in rates or charges to Tribe.

#### **4. Term and Termination**

- A. 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 upon the signing of this Agreement by both Parties (the "Effective Date") and runs concurrently with Tribe's membership in PCWIN unless otherwise terminated in accordance with paragraph C below. 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>. If Tribe desires no changes, the existing maintenance will remain in effect.

- B. 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
- C. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least ninety (90) 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. The 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.

A. Coverages. Subject to section 10. E. below, the Parties to this Intergovernmental Agreement will obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 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.
- 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).
- 3) *Workers' Compensation.* Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.
- 4) *Property.* Property insurance covering the Party's real and personal property.

B. 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.

C. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.

- D. **Certificates of Insurance.** The Parties will provide each other with current certificates of insurance within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Intergovernmental Agreement of cancellation, non-renewal or material change.
- E. **Self-Insurance Pool.** The requirements of this Section 10 above 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 article. If applicable, Parties to this Intergovernmental Agreement will provide all other Parties with certificates of self-insurance under A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, (if a school district, § 15-382) within thirty (30) days of the execution of this Intergovernmental 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 applicable 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:

<u>COUNTY:</u> Rick Brown PCWIN, Wireless Services Manager 1313 S. Mission Rd Building 27S Tucson, AZ 85713 520-724-7574 Rick.Brown@pima.gov	PASCUA YAQUI TRIBE: Alfred Urbina, Attorney General Office of the Attorney General 7777 S. Camino de Huivisim, Bldg C Tucson, AZ 85757 520-883-5106 <a href="mailto:Attorneygeneral@pascua.yaqui-nsn.gov">Attorneygeneral@pascua.yaqui-nsn.gov</a>
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### 15. Entire Agreement

This document 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.




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

**PIMA COUNTY**

**PASCUA YAQUI TRIBE**

\_\_\_\_\_  
Chair, Board of Supervisors

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**


  
\_\_\_\_\_  
Executive Director, Pima County Wireless Integrated Network

3-21-17  
Date

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Pascua Yaqui Tribe has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

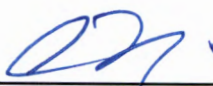
### PIMA COUNTY:

  
\_\_\_\_\_  
Deputy County Attorney, Civil Division

TOBIN ROSEN

2/23/17  
\_\_\_\_\_  
Date

### PASCUA YAQUI TRIBE:

  
\_\_\_\_\_  
Alfred Urbina, Attorney General

2/1/17  
\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Pima County Wireless Services Monthly Subscriber Services**

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- A) Monthly fee of \$8 per Radio
- B) Subscriber Services Provided:
  - I. Programming
  - II. New radio activation
  - III. Load/removal of encryption keys
  - IV. Basic troubleshooting
  - V. Loaner radio during radio repairs
  - VI. Radio Inhibit (Lost/Stolen) Note: Documentation will need to be provided
  - VII. Radio Activation/Deactivation fee of \$50 per occurrence
  - VIII. Preventative maintenance services at Tribe premises or in maintenance provider shop to inspect/tune radios and replace various parts.
  - IX. The following parts/accessories will be replaced at no charge;
    - i. Antennas
    - ii. Belt Clips
    - iii. Batteries
    - iv. Knobs
    - v. Dust Covers
    - vi. Single Unit Desk Charges

#### **Notes**

- 1) Any damage that occurs due to physical, chemical, or liquid are NOT covered.
- 2) Covered replacement parts are a 1 for 1 swap. Damaged/malfunctioning parts must be turned in to be replaced. For lost or stolen parts, a department memo must be submitted for replacement.
- 3) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the Tribe upon approval.
- 4) Labor and parts are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.

## **Pima County Wireless Time & Material Services**

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- A) T & M Services provided (\$40/hr, 1 hour minimum charge):
  - I. New Radio Activation
  - II. Reprogramming repaired radio
  - III. Codeplug modification
  - IV. UID changes
  - V. Talkgroup changes
  - VI. Fleetmap modification
  - VII. Load/remove encryption key
  - VIII. Radio inhibit (lost or stolen). Documentation will need to be provided.
- B) Radio reactivation/deactivation fee of \$50 per occurrence
- C) Agencies on T&M must maintain an inventory of spare radios.
- D) Any T&M services (including annual preventative maintenance) provided at the TRIBE LOCATION will be charged a mileage expense of:
  - I. \$1.16 per mile roundtrip from PC Wireless Services Shop.
- E) Each T&M Tribe must pay for an annual MANDATORY preventative maintenance checkup to inspect/tune radios (Tribe pays for cost of parts, if applicable.)
  - I. \$20 – Portable Radios
  - II. \$20 – Mobile Radios (includes: pre/post inspection of vehicle, test coax and antenna, removal and installation of radio for PM.)
  - III. \$20 – Control Station (includes: onsite PM at installed location or nearby location, Test Coax and Antenna, removal and installation of radio for PM.)

### **Notes**

- 1) Motorola Radio Repair Cost, including flat shipping rate of \$20 are charged directly to the Tribe upon approval.
- 2) Spare parts and materials used in repairs
- 3) Labor to replace any items installed in the vehicle are covered for the following items installed in vehicles; Transceiver, Remote Head, and Speaker. Customer must use their own personnel/fleet service or a contractor to replace all other items.



**EXHIBIT B**

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

	<b>Totals</b>
# of Mobiles	45
# of Portables	74
# of Control Stations	4
# of Dispatch Consoles	4
<b>Totals</b>	<b>127</b>

<b>Monthly</b>		<b>\$8 Monthly Fee (\$96 Annual)</b>
Mobiles	41	\$ 3,936.00
Portables	60	\$ 5,760.00
Control Stations	4	\$ 384.00
Dispatch Consoles	2	\$ 192.00
<b>Totals</b>	<b>107</b>	<b>\$ 10,272.00</b>

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
Mobiles	4	\$ 80.00
Portables	14	\$ 280.00
Control Stations	0	\$ -
Dispatch Consoles	2	\$ 40.00
<b>Totals</b>	<b>20</b>	<b>\$ 400.00</b>

**T&M Estimated Annual Service Cost\***      \$                      **351.80**

<b>Grand Total</b>	<b>127</b>	<b>\$ 11,023.80</b>
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\*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>Tribe Name</b>	Pascua Pueblo Fire Dept.
<b>County or COT Maintenance</b>	County
<b>Monthly / T&amp;M / Both</b>	Both

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

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

<b>T&amp;M</b>		<b>\$20 Base Annual Fee</b>
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>
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\*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).

## EXHIBIT C



### PCWIN Maintenance Provider Annual Survey

August 23, 2016

To All PCWIN Subscribers:

Please review the following information and provide any changes that may apply for your agency.

Agency selections will be valid from July 1 until June 30.

☒ No Changes need to be made.

☐ Changes are as follows;

Agency Name:	Pascua Yaqui Police Dept.
Primary Contact:	Michael A. Valenzuela
Phone Number:	520-879-5500
Email Address:	Michael.valenzuela@pascuayaqui-nsn.gov
Secondary Contact:	Elizabeth Esparza
Phone Number:	520-879-5683
Email Address:	Elizabeth.esparza@pascuayaqui-nsn.gov

☐ No Changes need to be made.

☒ Changes are as follows;

Pima County Wireless Services	Portables		Mobiles		Control Stations		Consoles	
	Current	Req. Change	Current	Req. Change	Current	Req. Change	Current	Req. Change
Time and Material	14	0	4	0	0	0	0	2
Monthly	60	0	41	0	4	0	0	2

Chief of Police

Michael A. Valenzuela  
Name (printed)

Signature

08-23-2016  
Date

Revised September 23, 2015



## PCWIN Maintenance Provider Annual Survey

April 8, 2016

To All PCWIN Subscribers:

Please review the following information and provide any changes that may apply for your agency.

Agency selections will be valid from July 1 until June 30.

☐ No Changes need to be made.

☐ Changes are as follows;

Agency Name:	Pascua Pueblo Fire Dept.
Primary Contact:	Andre Matus
Phone Number:	520-879-5723
Email Address:	andre.matus2@pascuayaqui-nsn.gov
Secondary Contact:	Sergio Mendoza
Phone Number:	520-879-5725
Email Address:	sergio.mendoza@pascuayaqui-nsn.gov

☐ No Changes need to be made.

☐ Changes are as follows;

Pima County Wireless Services	Portables		Mobiles		Control Stations	
	Current	Req. Change	Current	Req. Change	Current	Req. Change
Time and Material			10		1	0
Monthly	18					0

Andre Matus Sr.  
Name (printed)

Signature

4-08-2016  
Date



# PASCUA YAQUI TRIBE



RESOLUTION NO. C01-06-17

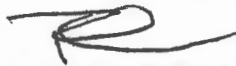
**RESOLUTION OF THE PASCUA YAQUI TRIBE APPROVING  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE PASCUA YAQUI  
TRIBE POLICE AND FIRE DEPARTMENTS AND PIMA COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT FOR SUBSCRIBER SERVICES  
UNDER THE PIMA COUNTY WIRELESS INTEGRATED NETWORK (PCWIN).**

- WHEREAS,** the Tribal Council of the Pascua Yaqui Tribe is vested with the authority to enter into agreements with federal, state and local governments (Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe); and
- WHEREAS,** and the Tribal Council has the power to adopt resolutions and regulations to protect and promote the health, safety, and general welfare of the Pascua Yaqui people (Article VI, Section 1(o) of the Constitution of the Pascua Yaqui Tribe); and
- WHEREAS,** Pima County Information Technology Department maintains a regional public safety communications network known as the Pima County Wireless Integrated Network ("PCWIN"); and
- WHEREAS,** the Pima County Information Technology Department continues to offer, for the purpose of providing communication service and equipment maintenance to the Police and Fire Department for the Tribe for the PCWIN ("2017 PCWIN IGA") which is hereby incorporated by reference; and
- WHEREAS,** the Tribal Council has approved PCWIN Intergovernmental Agreements with Pima County since 2010 finding that participation in the PCWIN is in the best interest of public safety (Resolution C06-84-10, Resolution C01-28-13, and Resolution C04-61-14); and
- WHEREAS,** the PCWIN communications system will provide public safety communications interoperability for improved public safety service coordination, including the support for automatic and mutual aid between agencies; and
- WHEREAS,** the Police and Fire Departments believes that the proposed 2017 PCWIN IGA is in the best interest of the Tribe, and it has therefore recommended to the Tribal Council that the Tribal Council authorize and approve the proposed 2017 PCWIN IGA; and
- WHEREAS,** the Tribal Council continues to agree that the benefits of operating, maintaining, sustaining, and financing PCWIN is in the best interest of public safety; and

NOW THEREFORE BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE PASCUA YAQUI TRIBE that the Tribal Council hereby (1) authorizes and approves the 2017 PCWIN IGA, and (2) authorizes the Chairman to sign all documents and take any necessary and proper action to execute, implement, and enforce this Resolution and the 2017 PCWIN IGA.

**CERTIFICATION**

THE FOREGOING was on **January , 2017** duly adopted by a vote of **ELEVEN** in favor, **ZERO** opposed, and **ZERO** abstained, by the Tribal Council of the Pascua Yaqui Tribe pursuant to authority vested in it by Article VI, Sections 1 (a) and (o) of the Constitution of the Pascua Yaqui Tribe as adopted on January 26, 1988 and approved by the Secretary of the Interior on 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**

