



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 11/10/2015

or Procurement Director Award

Contractor/Vendor Name: Tohono O'odham Nation
(DBA):

Project Title/Description:

Tohono O'odham Nation 9% Gaming Funds Grant -Superior Court-Probation Department

Purpose:

This Grant-In-Aid Agreement will provide funding to be used by the Superior Court of Pima County for the Pima County Probation Department to develop a three-prong public safety approach: 1) reduce crime by increasing abstinence from drug use; 2) increase officer safety; and 3) reduce driving while under the influence

Procurement Method:

Pima County is pass through for the grant. The Tohono O'Odham Nation issues a request for proposals

Program Goals/Predicted Outcomes:

Reduce crime by increasing abstinence from drug use, reduce driving under the influence, increase officer safety

Public Benefit:

The Superior Court Adult Probation Department will be able to carry out more complete screenings for drugs and alcohol for purposes of prosecution

Metrics Available to Measure Performance:

The Tohono O'Odham require an end of the year report on expenditures

Retroactive:

No

Original Information

Document Type: GTAW Department Code: CD Contract # (i.e.,15-123): 16000000000000000031

Effective Date: 11/10/2015 Termination Date: 11/9/2016 Prior Contract Number (Synergen/CMS):

Expense Amount: \$ Revenue Amount: \$ 15,559.00

Funding Source(s): Tohono O'odham Nation 9% Gaming Funds

Cost to Pima County General Fund: 0

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: \$ 0

Contact: Leslie Nixon, Program Manager

Department: Community Development & Neighborhood Conservation Telephone: 724-6769

Department Director Signature/Date:

Margaret M. Kuhl 10/27/2015

Deputy County Administrator Signature/Date:

O. Murr 10/28/2015

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

C. DeLoe 10/29/15

**Grant-in-Aid Agreement
between
the Tohono O'odham Nation
and
Pima County for the
Superior Court of Pima County's
Probation Department**

THIS GRANT-IN-AID AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2015, by and between the Tohono O'odham Nation, a federally recognized Indian tribe ("Nation"), and Pima County, a body politic and corporate of the State of Arizona ("County") on behalf of the Probation Office of the Arizona Superior Court in Pima County.

RECITALS

- A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.
- B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.
- C. Pursuant to A.R.S. § 12-251, the presiding judge of the Superior Court in each county is required to appoint a Chief Probation Officer for the operation and oversight of probation services.
- D. Nation and County have reached an agreement, memorialized in this document, whereby Nation will provide funding to County for distribution to and use by the Superior Court of Pima County for the Pima County Probation Department ("Grantee"). Grantee promotes community and economic welfare.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

PROVISIONS

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined. Neither County nor Grantee may change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.
2. **Contribution.** The Nation shall issue payment to County in the amount described in Exhibit "A" (the "Contribution payment") for the purpose(s) detailed in Exhibit "A" on or about November 28, 2015.

3. **Funding.** The Contribution payment shall be delivered to County, without any further notice or invoice required, at the address set forth in Paragraph 7 below, upon the complete execution of this Agreement.

4. **Dispute Resolution.** The parties mutually agree that any disputes arising between the Nation and County pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this agreement the Nation and the Pima County shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in a court of the State of Arizona in Pima County.

5. **Reports:** Unless otherwise extended by the Nation upon request of County, no later than July 31, 2016, County shall provide a report to the Nation explaining how and when the funds provided under this Agreement were used. This report may be in the form of an affidavit signed by an officer of County or Grantee and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this Agreement, (ii) the total expenses under the project or purchase funded with the Contribution, (iii) a brief description of who has benefited from the Contribution, and (iv) the Grantee's next steps with regard to the project or purchase made under this Agreement. County or Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

6. **Notices.** Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

To Nation:

Edward d. Manuel, Chairman
P.O. Box 837
Sells, Arizona 85634
FAX: 520-38303378

and

Robert Tekala, Chief Administrative Officer
P.O. Box 837
Sells, Arizona 85632
FAX: 520-383-3379

To County:

David F. Sanders, Chief Probation Officer
2695 E. Ajo Way
Tucson, AZ 85713

Email: dsanders@sc.pima.gov
Phone: 520-243-6351

and

Margaret Kish, Director
Pima County Community Development &
Neighborhood Conservation Department
2797 E. Ajo Way, Third Floor
Tucson, AZ 85713

Email: Margaret.Kish@pima.gov
Phone: 520-724-6745

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

7. **Term of Grant.** The term of this Agreement shall begin on the date of execution and shall terminate on the one-year anniversary of this Agreement.

8. **Entire Grant, Waivers and Amendments.** This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

9. **No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of any party's applicable immunity in any forum or jurisdiction.

12. **Compliance with Laws.** The parties shall comply with all Federal, State, and Local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

13. **Indemnification.** Each party shall, to the extent permitted by Arizona and Tribal law, indemnify, defend and hold harmless each other party, its officers, departments, employees and agents from, for and against any and all suits, actions, legal or administrative proceedings, claims, demands liens, losses, fines or damages of any kind or nature, including consequential damages, liability, interest, attorneys' and accountants' fees or costs, and expenses of whatsoever kind and nature, which are in any manner directly or indirectly caused, occasioned or contributed to, by reason of any act, omission, fault, negligence, violation or alleged violation of any law, whether active or passive, of any other party hereto, its agents, employees, or anyone acting under its direction, control, or on his behalf, in connection with or incident to the performance of this Agreement. The mutual indemnifications set forth herein are not intended to, and do not, preclude any party from claiming against another party for breach of this Agreement.

14. **Nondiscrimination.** The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

15. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or Nation.

16. **No Joint Venture.** It is not intended by this Agreement, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the parties. No party hereto 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.

17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

18. **Non-waiver.** The failure of any party to insist, on any one or more instances, upon the full and complete performance of any of the terms and provisions of the Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part in the future. The acceptance by any party of sums of less than may be due and owing it at any time shall not be construed as accord and satisfaction.

19. **Remedies.** Any Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

20. **Termination.**

20.1 **For Cause.** Any party hereto may terminate this Agreement for material breach of the Agreement by another party. Prior to any termination under this section, 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 (45) 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

20.2 Funding Sources; Budget; Non-appropriation. This Agreement and all obligations upon the parties arising therefrom shall be subject to any limitation imposed by budget law. The parties affirm that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason any party does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, the parties hereto shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

TOHONO O'ODHAM NATION

PIMA COUNTY

Edward d. Manuel, Chairman

Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

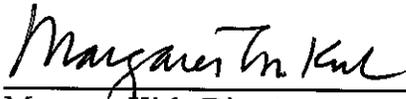
Laura Berglan, Acting Attorney General

Clerk, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO CONTENT:

 10/20/2015

Margaret Kish, Director
Community Development & Neighborhood
Conservation

APPROVED AS TO FORM:



TOBIN ROSEN
FOR Karen S. Friar, Deputy County Attorney

EXHIBIT "A"

| <u>Program</u> | <u>Contribution</u> |
|-----------------------|----------------------------|
| Public Safety Efforts | \$15,559.00 |
| TOTAL | <u>\$15,559.00</u> |