



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 12/15/15
or Procurement Director Award

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

Project Title/Description:

Access for All: Connecting to Library Resources through the Bookmobile

Purpose:

Purchase technology for the Bookmobile, fund programming with the Bookmobile that enhances language, reading, and critical thinking skills of our customers while increasing the number of library cards given to disadvantaged populations, and creation of a framework for sustainable model of service.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Increase number of new library cards for customers in outlying areas of the county, increase the number of ebook downloads and number of database uses.

Public Benefit:

This grant will be used to leverage the reach of the Bookmobile and bring the "whole" library to community members in the most disadvantaged areas of the county. The Bookmobile levels the playing field for these community members by increasing the opportunity for access to valuable library resources including books, downloadable materials, and electronic databases.

Metrics Available to Measure Performance:

Metrics will be collected using Counting Opinions data reports, attendance logs, circulation reports for the Bookmobile, and database usage reports per IP address.

Retroactive:

No

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: Upon sign Termination Date: 1 yr from d Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ _____ Revenue Amount: \$ 25,000.00

Funding Source(s): Gaming revenue sharing from the Tohono O'odham Nation

Cost to Pima County General Fund: 0.00

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: GTAW Department Code: LIB Contract Number (i.e.,15-123): 16 * 046

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: Michelle Simon, Program Coordinator

Department: County Free Library Telephone: 520-594-5654

Department Director Signature/Date: Melinda S. Cavanaugh 12/1/15

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. J. Doolittle 12/7/15
(Required for Board Agenda/Addendum Items)

**Grant-in-Aid Agreement
between
the Tohono O'odham Nation
and
the Pima County**

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the 17 day of November, 2015, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the Pima County, a county free library district in the State of Arizona ("PCPL").

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. § 11-914(A) PCPL is authorized to accept any gift, bequest or devise for the benefit of the library.

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

PROVISIONS

1. Purpose. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined. The Grantee may not 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 the Pima County in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 30, 2015.

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

4. Money Unclaimed. In the event that the Pima County fails to accept the grant funding on or before January 1, 2016, this Grant will be deemed to have been terminated by the Pima County and the Nation will award the grant funding to another applicant.

5. Dispute Resolution. The parties mutually agree that any disputes arising pursuant to this Grant 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 the Courts of the Nation, subject to the laws of the Nation.

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

7. 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:

If to the Nation: Edward D. Manuel
 Chairman
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520-383-3379

and

 Roberta Tekala
 Chief Administrative Officer
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520-383-3379

If to the Pima County:

 Michelle Simon
 101 N. Stone Avenue
 Tucson, Arizona 85701
 Email: michelle.simon@pima.gov
 Phone: 520-594-5654

Beth Matthias-Loghry
101 N. Stone Avenue
Tucson, Arizona 85701
Email: beth.matthis-loghry@pima.gov
Phone: 520-594-5613

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.

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

9. Entire Grant, Waivers and Amendments. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant 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 Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

10. No Waiver. Except as otherwise expressly provided in this Grant, 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.

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

12. Sovereign Immunity. Nothing in this Grant shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION



Edward D. Manuel, Chairman
Tohono O'odham Nation

Dated 11/17/15

Pima County

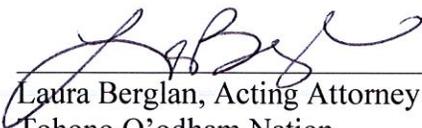


Melinda Cervantes, Director
Pima County Public Library

Dated 10-22-15

Attest:

Approved as to form:



Laura Berglan, Acting Attorney General
Tohono O'odham Nation

Dated 11/16/15

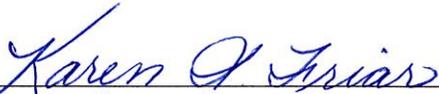
PIMA COUNTY

Sharon Bronson, Chair
Board of Supervisors

Dated _____

Clerk, Board of Supervisors

Approved as to form,
~~Subject to Pima County Addendum:~~


Deputy County Attorney

Dated 12/4/15

Reviewed by:


Pima County Public Library, Director

12/4/15

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Bookmobile	\$25,000.00
TOTAL	\$25,000.00

RECEIVED
JUN 14 2012
CITY OF CHICAGO
OFFICE OF THE COMPTROLLER