



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 5/17/2021

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Pascua Yaqui Tribe

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe for Cooperative Library Services

**\*Purpose:**

The purpose of this IGA is to establish a cooperative relationship between Pima County Public Library and the Tribe's Education Department including the Tribe's Dr. Fernando Escalante Community Library and Resource Center.

**\*Procurement Method:**

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

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

The goal is to improve delivery of library services, increase literacy enrichment opportunities, increase resource and programming awareness, and increase reciprocal professional development and training opportunities.

**\*Public Benefit:**

Shared outcomes of cooperative programming, awareness of resources throughout the region, increasing cultural awareness and community cooperation.

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

Programmatic evaluations related to goals, outcomes, collaborations sustained, and community benefit.

**\*Retroactive:**

No

TO: COB 4-26-22 (1)  
Vers: 1  
Pgs: 6

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CTN Department Code: LIB Contract Number (i.e., 15-123): 22\*143
Commencement Date: 05/17/22 Termination Date: 05/17/2027 Prior Contract Number (Synergen/CMS):
Expense Amount \$ No Cost \* Revenue Amount: \$ 00.00

\*Funding Source(s) required: Not applicable

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
Vendor is using a Social Security Number? Yes No

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required: NA

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):
Commencement 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: Amber Mathewson

Department: Library

Telephone: 520-594-5650

Department Director Signature: Amber M. Mathewson Date: 4-27-2022
Deputy County Administrator Signature: Date: 22 Apr 2022
County Administrator Signature: Date: 4/25/2022

**Intergovernmental Agreement  
between  
Pima County and the Pascua Yaqui Tribe  
for  
Cooperative Library Services**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona on behalf of the Pima County Public Library (“**County**”) and the Pascua Yaqui Tribe, on behalf of its Department of Education (“**Tribe**”).

**1. Background.**

- 1.1. County may contract for services and enter into agreements for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*

The Pima County Public Library (“PCPL”) is a district of Pima County and political subdivision of the State of Arizona, and is authorized to enter into this IGA pursuant to A.R.S. § 11-951, *et seq.* The Pima County Board of Supervisors serves as the Board of Directors for the Pima County Library, pursuant to A.R.S. § 48-3901.

- 1.2. Tribe is a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 5123, and is authorized to enter into this IGA pursuant to Article VI, Section 1 of the Constitution of the Pascua Yaqui Tribe.

2. **Purpose.** The purpose of this IGA is to establish a cooperative relationship between County’s PCPL and the Tribe’s Education Department including the Tribe’s Dr. Fernando Escalante Community Library and Resource Center. The goal is to improve delivery of library services, increase literacy enrichment opportunities, increase resource and programming awareness, and increase reciprocal professional development and training opportunities.

- 2.1. **Tribe Responsibilities.** The Tribe will host events, virtual or in person, in collaboration with County and County partner organizations, and help to increase Pascua Yaqui awareness of County and community literacy events and opportunities by:

2.1.1. Distributing books provided by County at hosted events.

2.1.2. Sharing outcomes of cooperative programming.

2.1.3. Providing insight to the Tribe’s cultural practices within collaborative initiatives for the purpose of advancing respectful engagement.

2.1.4. Increasing awareness of the Tribe’s resources.

2.1.5. Providing staff or volunteer support for collaborative projects.

- 2.2. **County Responsibilities.** County will work with community partners such as Arizona Public Media and the University of Arizona to support hosted events and collaborative services desired by the Tribe by:

- 2.2.1. Increasing Pascua Yaqui community participation in the Tucson Festival of books.
  - 2.2.2. Providing books for distribution at events hosted by the Tribe.
  - 2.2.3. Increasing awareness of County resources and programs available to the Tribe.
  - 2.2.4. Sharing outcomes of cooperative programming.
  - 2.2.5. Providing staff, volunteer, or graduate assistant support for collaborative projects.
3. **Financing.** This IGA is neither a fiscal nor a funds obligation document. All terms related to funding and to any exchange of moneys between the parties with respect to each party's provision of services under this IGA will be negotiated and entered into by separate agreements, and signed by each party's authorized signatory, describing the terms of the arrangement, including as applicable: the scope of work, deliverables, budget, payment schedule, and other obligations. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this IGA will be handled in accordance with each party's applicable laws, regulations, and procedures.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of five (5) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
  - 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
  - 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - 7.3. If this IGA involves professional services, professional liability insurance in the amount of \$1,000,000.00.

- 7.4. If required by law, workers' compensation coverage including employees' liability coverage.
- 7.5. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- 7.6. The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981, or the applicable legal equivalent thereof, or participation in an insurance risk pool under A.R.S. § 11.952.01, or the applicable legal equivalent thereof, at no less than the minimum coverage levels set forth in this article.
8. **Compliance with Laws.** The parties will comply with all applicable federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, including 6 PYTC § 4-1-10 *et seq.* (Language and Culture), 8 PYTC § 7-1-10 *et seq.* (Research Protection), and 8 PYTC § 5-3-10 *et seq.* (Public Health).
9. **Non-Discrimination.** The parties will comply with all applicable provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all applicable provisions and requirements to any subcontractors. During the term of this IGA, and as applicable to each party as a matter of law, 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.
10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Pascua Yaqui Tribal Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **Confidentiality.** The parties may choose, from time to time, in connection with this IGA, to disclose information to each other.
  - 13.1 Except as required by law, the parties agree not to use the information received from the other party for purposes of this IGA, whether or not such information is marked "CONFIDENTIAL," for any other purpose without the express, written approval of the other party as authorized under the parties' respective laws.
  - 13.2 Notwithstanding any other provision contained herein, the parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any information marked "CONFIDENTIAL" by the parties hereto.
  - 13.3 The parties agree that the Tribe's cultural information, whether received by County and/or PCPL as written communication, oral communication, or visually observed, is

confidential. County and PCPL agree that no marking or designation is needed for any such information to be designated as confidential and that this definition should be interpreted liberally to ensure protection of all the Tribe's cultural information, regardless of how that information is received by County and/or PCPL. The Tribe's cultural information shall not be disclosed by County or PCPL to any third party, during or after the term of this IGA, without the prior written consent of the Tribe.

- 13.4 Upon expiration or termination of this IGA, the parties shall ensure that all information marked or designated confidential is either (i) promptly returned to the disclosing party or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 13.5 Notwithstanding any marking or designation to the contrary, the confidentiality obligations set forth in this IGA will not apply to information that: (a) is already in the receiving party's possession at the time of disclosure; (b) is or later becomes part of the public domain through no fault of the receiving party; (c) is received from a third party with no duty of confidentiality to the disclosing party; (d) was developed independently by the receiving party prior to disclosure; or (e) is required to be disclosed by applicable law or regulation.
- 13.6 The confidentiality obligations set forth herein shall survive the termination or expiration of this IGA.
14. **Association Marks.** The use of any signs, trademarks, letterhead, forms, advertising or solicitation materials, or other materials associating County and/or PCPL and the Tribe with each other is prohibited without the express written approval of each respective party. In the event of termination or expiration of this IGA, any such approvals are automatically withdrawn and all such use by each party will cease.
15. **Public Records.** Pursuant to A.R.S. § 39-121 *et seq.*, this IGA and all documents submitted to County are public records. As such, those documents are subject to release and/or review by the general public upon request. Except as set forth above, if Tribe reasonably believes that any of the documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Tribe must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked "CONFIDENTIAL," or otherwise designated confidential, County will notify Tribe of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Tribe has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
16. **Worker's Compensation.** As applicable, each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of



the other party. Neither party will 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.

18. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
19. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Amber D. Mathewson  
Library Director  
101 N Stone Ave  
Tucson, AZ 85701

**Tribe:**


Serina Preciado  
Education Director, PYT  
7474 S Camino de Oeste  
Tucson, AZ 85757

20. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
21. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
22. **Governing Law.** The validity, interpretation and effect of this IGA, and the resolution of any disputes arising from this IGA, shall be governed exclusively by the laws of the State of Arizona. By entering into this IGA, the Tribe does not waive any rights it holds under the Constitution of the Pascua Yaqui Tribe, including but not limited to, Article XXIV- Sovereign Immunity.
23. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA.
24. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

**PASCUA YAQUI TRIBE**

\_\_\_\_\_  
Chair  
Board of Directors

  
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

3-31-2022  
\_\_\_\_\_  
Date

ATTEST

ATTEST

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

  
\_\_\_\_\_  
[Secretary]

**Approval**

The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe has been reviewed by the undersigned and is hereby approved as to content.

  
\_\_\_\_\_  
Amber Mathewson, PCPL Executive Director

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe has been reviewed 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 and the Pascua Yaqui Tribe, respectively, to the party he or she represents.

**PIMA COUNTY:**

**PASCUA YAQUI TRIBE:**

  
\_\_\_\_\_  
Bobby H. Yu, Deputy County Attorney

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