



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

Award Contract Grant

Requested Board Meeting Date: 01/16/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Arizona State Museum ("ASM")

***Project Title/Description:**

Fiscal Year 2017-2018 12% State Revenue Sharing Funds Grant-in-Aid Agreement with the University of Arizona Arizona State Museum ("ASM") allowing Pima County to fulfill obligations as a pass-through entity and distribute \$15,000.00 to the ASM on behalf of the Fort McDowell Yavapai Nation.

***Purpose:**

On 9/19/2017, the Pima County Board of Supervisors executed contract CTN18*053 with the Fort McDowell Yavapai Nation ("the Nation") committing to accepting \$15,000.00 in grant funds on the condition that the award would be passed-through Pima County to the designated non-profit organization, the Arizona State Museum, as part of the annual State-Shared Revenue Program. Per the Nation, non-profits designated for 12% State Revenue Sharing Funds awards are required to develop grant-in-aid agreements with a local jurisdiction that will commit to pass-through accepted funds.

***Procurement Method:**

Procurement Exempt IGA, BOS Policy D22.6

***Program Goals/Predicted Outcomes:**

Award monies accepted by Pima County on 9/19/2017 from the Fort McDowell Yavapai Nation will be passed through to the ASM to supplement their efforts to build a new research and curation facility for its expanding inventory of ancient artifacts from the US Southwest and Northern Mexico.

***Public Benefit:**

The ASM serves the public by preserving local culture, contributing to tourism and education.

***Metrics Available to Measure Performance:**

The contract will be satisfied immediately after funds are disbursed to ASM and evidence of disbursement is provided to the Nation.

***Retroactive:**

No.

TO: COB 1-2-2018
vers.: 1
pgs.: 5

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Contract / Award Information

Document Type: CT Department Code: CED Contract Number (i.e., 15-123): 18*189
Effective Date: 1/16/2018 Termination Date: 1/16/2019 Prior Contract Number (Synergen/CMS): Refer to CTN18*53
 Expense Amount: \$* \$15,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Ft. McDowell Yavapai Revenue Sharing Grant, Program GCED0019

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? Yes, VC0000007627

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: Molly Hilber

Department: CED Grants and Data Office Telephone: (520)724-8562

Department Director Signature/Date: [Signature] 12/22/17

Deputy County Administrator Signature/Date: [Signature] 12/28/17

County Administrator Signature/Date: [Signature] 1/2/18
(Required for Board Agenda/Addendum Items)

**Indian Gaming Revenue Funding Agreement
Between
Pima County and the Arizona Board of Regents
On behalf of the Arizona State Museum**

This Grant-in-Aid Indian Gaming Revenue Funding Agreement (“Agreement”) is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona, and the Arizona Board of Regents, a public body corporate organized and existing under the laws of the State of Arizona, on behalf of the Arizona State Museum (“Grantee”).

RECITALS

- A. Pursuant to a compact with the State of Arizona and A.R.S. §§ 5-601.02, the Fort McDowell Yavapai Nation (“the Nation”) provides grants to cities, towns and counties for services benefiting the general public, including public safety, promotion of commerce and economic development through its State-Shared Revenue Program.
- B. On April 28, 2017, at the request of Grantee, the Pima County Grants and Data Office sent the Nation a letter of support for Grantee’s application.
- C. On August 7, 2017, the Nation notified Pima County that it had awarded \$15,000.00 of shared-revenue funds (“the Contribution”).
- D. On September 19, 2017, the Pima County Board of Supervisors approved an Intergovernmental Agreement with the Nation, agreeing to pass-through the Contribution to Grantee for the purposes described in the 2017 Arizona State Museum “Archeological Curation and Research Facility” grant application.
- E. This Agreement authorizes the transfer of the Contribution to Grantee for the use consistent with the Grantee’s grant application.

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

AGREEMENT

- 1. **Purpose.** This Agreement sets forth the rights and responsibilities of County and Grantee with respect to the payment and distribution of the Contribution for **Archeological Curation and Research Facility** (“the Project”). Neither County nor Grantee may change the Project without the express written consent of the Nation.
- 2. **Term.** The term of this Grant will begin on the date it is signed by both the County and Grantee’s authorized representative and will terminate one year from the execution date.
- 3. **Disbursement of Contribution.** In accordance with Pima County’s policies and procedures, and as quickly as feasible, but no later than January 1, 2018, Pima County will distribute the Contribution in one payment to Grantee in the amount of **\$15,000.00**.
- 4. **Fees.** County will not charge Grantee and will waive any applicable administrative or other fees related to the distribution of the Contribution and will not deduct any funds from the Contribution.

5. Dispute Resolution. The parties agree than any disputes arising between them pursuant to this Agreement will be resolved through informal dispute resolution. In the event of a dispute, both Grantee and County will notify the Nation. All disputes that cannot be resolved through informal channels will be brought in a court of the State of Arizona in Pima County.
6. Notices. . Any notice, consent or other communication required or permitted under this Grant will be in writing and will 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 Pima County:

Regina Kelly, Director
Pima County Grants and Data Office
33 N. Stone Ave., 17th Floor
Tucson, Arizona 85701
Phone: (520) 724-6679
Fax: (520) 724-8171
Email: Regina.Kelly@pima.gov

If to Arizona State Museum:

Paul Sandoval
University of Arizona
P.O. Box 210158, Rm 510
Tucson AZ 85721-0158
Telephone: 520-626-6000
E-mail: sponsor@email.arizona.edu

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

7. Insurance. Both parties to this Agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this IGA.
8. Indemnification. To the extent permitted by law, Grantee will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Grantee, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Agreement and the Project.
9. Compliance with Laws. Grantee will 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 will apply, but do not require an amendment.
10. Workers' Compensation. Both parties will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.

11. Nondiscrimination. The Parties:
 - 11.1. Will 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.
 - 11.2. 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.
12. Legal Jurisdiction. Nothing in this Agreement will be construed as either limiting or extending the legal jurisdiction of either Party.
13. No Joint Venture. It is not intended by this Agreement, and nothing contained in this Agreement will 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 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.
14. Authority to Contract. Neither party warrants to the other party its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that any party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other for lack of performance or otherwise.
15. 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.
16. Third Party Beneficiaries. 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.
17. 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, will 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 will not be construed as accord and satisfaction.
18. Remedies. In compliance with paragraph 5 – Dispute Resolution, 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
19. Termination.
 - 19.1. 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 will be given written notice by the other party of the nature of the alleged default. The party said to be in default will 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 will not relieve either party from liabilities or costs already incurred under this Agreement.
 - 19.2. Funding Sources; Budget; Non-appropriation. This Agreement and all obligations upon the parties arising therefrom will 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 will be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, the parties hereto will have no further obligation to the other party other than for payment for services rendered prior to cancellation.

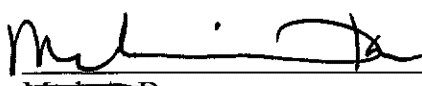
20. No Waiver. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
21. Severability. If any provision of this Grant will be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

22. Entire Grant, Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the parties pertaining to 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 Agreement.

ARIZONA BOARD OF REGENTS
ON BEHALF OF ARIZONA STATE
MUSEUM

PIMA COUNTY


Mark A. Drury
~~Contracts Manager of Government Agreements~~
The Arizona Board of Regents, on
behalf of the Arizona State Museum

Melissa Kramer
Contract Officer

Sharon Bronson, Chair of the Pima County
Board of Supervisors


Date 11/22/17

Date _____

ATTEST:

Clerk of the Board

Approved as to content:



Jan Leshner, Deputy County Administrator

Date 12/28/17

Approved as to form:



Karen S. Friar, Deputy County Attorney