



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 11/17/2015

or Procurement Director Award [ ]

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

Project Title/Description:

Taking Action Against Graffiti (TAAG)

Purpose:

Reduce the amount of graffiti in our community.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Provide education of children and teens on the difference between graffiti and art, supply volunteer clean up training and supplies.

Public Benefit:

Reduction in the amount of graffiti and help entire neighborhoods to take pride in their community.

Metrics Available to Measure Performance:

Report at the end of the funding period to grantor.

Retroactive:

No

Original Information

Document Type: GTAW Department Code: TR Contract Number (i.e., 15-123): \*16-34

Effective Date: 11/17/2015 Termination Date: 11/16/16 Prior Contract Number (Synergen/CMS):

[ ] Expense Amount: \$ [ ] Revenue Amount: \$ 20,000.00

Funding Source(s): Tohono O'odham Nation Gaming Revenue

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds? [ ] Yes [ ] No [X] Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? [ ] Yes [ ] No [X] Not Applicable to Grant Awards

Vendor is using a Social Security Number? [ ] Yes [ ] No [X] 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:

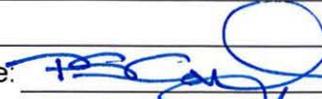
---

Contact: Shara Canez

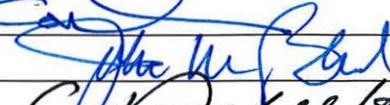
Department: Transportation

Telephone: 724-6327

Department Director Signature/Date:

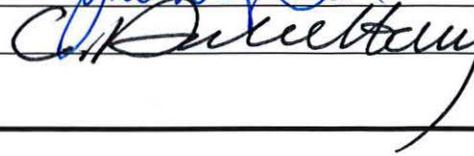
 11/9/15

Deputy County Administrator Signature/Date:

 11/9/15

County Administrator Signature/Date:

*(Required for Board Agenda/Addendum Items)*

 11/10/15

---

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

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and Pima County, a political subdivision and body politic of the State of Arizona ("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.** Pima County ("County"), by Ordinance No. 2007-30, has adopted a Graffiti Abatement Assistance Program Policy, as authorized by A.R.S. § 11-251(65).

**D.** County may contract for services and enter into agreements with other public agencies for joint or cooperative action under A.R.S. § 11-952.

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 Pima County in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 28, 2015.

**3. Funding.** The Contribution payment shall be delivered to 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 Pima County fails to accept the grant funding on or before January 1, 2016, this Grant will be deemed to have been terminated by 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 Grant the Nation and Pima County shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be brought in a court of the State of Arizona in Pima County.

**6. Reports:** Unless otherwise extended by the Nation upon request of Pima County, no later than November 17, 2016 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 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 Grant.

**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 Pima County:

Annabelle Valenzuela  
Program Manager

201 N. Stone Avenue, 4<sup>th</sup> Floor  
Tucson, Arizona 85701  
Email: Annabelle.Valenzuela@pima.gov  
Phone: 520-724-6445

Shara Canez  
Administrative Support Specialist Senior  
201 N. Stone Avenue, 4<sup>th</sup> Floor  
Tucson, Arizona 85701  
Email: Shara.Canez@pima.gov  
Phone: 520-724-6327

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 applicable immunity in any forum or jurisdiction.

**13. Conflict of Interest.** This Grant is subject to cancelation under A.R.S. § 38-511.

**14. 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 Grant. Any changes in the governing laws, rules and regulations during the terms of this Grant shall apply, but do not require an amendment.

**15. 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 Grant. 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 Grant.

**16. 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 Grant, 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.

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

**18. No Joint Venture.** It is not intended by this Grant, and nothing contained in this Grant 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.

**19. Remedies.** Any Party may pursue any remedies provided by law for the breach of this Grant. 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 Grant.

**20. Termination.**

20.1 For Cause. Any party hereto may terminate this Grant for material breach of the Grant 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 Grant. Any such termination shall not relieve either party from liabilities or costs already incurred under this Grant.

20.2 Funding Sources; Budget; Non-appropriation. This Grant 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 Grant. If for any reason any party does not appropriate sufficient monies for the purpose of maintaining this Grant, this Grant 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  
Tohono O'odham Nation

\_\_\_\_\_  
Sharon Bronson, Chair  
Pima County Board of Supervisors

Dated \_\_\_\_\_

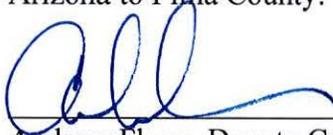
Dated \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form:

Approved as to form and within the powers and authority granted under the laws of Arizona to Pima County:

\_\_\_\_\_  
Laura Berglan, Acting Attorney General  
Tohono O'odham Nation

  
\_\_\_\_\_  
Andrew Flagg, Deputy County Attorney  
Pima County

Dated \_\_\_\_\_

Dated 11/6/2015

**EXHIBIT "A"**

<b><u>Program</u></b>	<b><u>Contribution</u></b>
Taking Action Against Graffiti Program	\$20,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>