

**Grant-in-Aid Agreement
between
the Tohono O’odham Nation
and
Cochise County**

THIS GRANT-IN-AID AGREEMENT (“Grant”) is entered into as of the _____ day of _____, 2016, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the Cochise County, a **body politic and public agency of the State of Arizona** (“Grantee”).

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. Cochise County is authorized and empowered to enter into this intergovernmental, grant-in-aid, agreement pursuant to 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 the Cochise County in the amount described in Exhibit “A” (the “Contribution”) for the purpose(s) detailed in Exhibit “A” on or about November 30, 2016.

3. Funding. The Contribution payment shall be delivered to the Cochise 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 Cochise County fails to accept the grant funding on or before January 1, 2017, this Grant will be deemed to have been terminated by the Cochise 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 Cochise 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 Cochise County, and no later than July 31, 2017, Cochise 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 Cochise 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 thirty (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

 Special Counsel
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520-383-3379

If to Cochise County:

 Arlethe Rios
 Clerk of the Board
 Cochise County Board of Supervisors
 1415 Melody Lane
 Building G
 Bisbee, AZ 85603
 520-432-9200

If to the Cochise County Attorney's Office:

Kenny Reeves
Administrative Manager
Cochise County Attorney's Office
150 Quality Hill Road
PO Drawer CA
Bisbee, AZ 85603
520-432-8716

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. **Including this document, the Addendum, and Exhibit "A,"** 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.

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TOHONO O'ODHAM NATION

COCHISE COUNTY

Edward D. Manuel, Chairman

Chair: Board of Supervisors

Tohono O'odham Nation

Cochise County

Dated _____

Dated _____

Approved as to form:

Approved as to form:

Laura Berglan, Acting Attorney General

Lauri J. Owen, Civil Deputy County Attorney

Tohono O'odham Nation

For Cochise County

Dated _____

Dated 12/05/2016

Attest:

Arlethe Rios, Clerk of the Board

Cochise County

Dated _____

EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Purchase Prosecution Software	\$17,924.00
TOTAL	\$17,924.00

**ADDENDUM to GRANT-IN-AID AGREEMENT
BETWEEN COCHISE COUNTY AND THE TOHONO O'ODHAM NATION**

Notwithstanding anything to the contrary in the Grant-In-Aid Agreement:

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
4. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
5. **INSPECTION AND AUDIT:** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.
6. **PUBLIC RECORDS LAW:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.
7. **JURISDICTION AND APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

Signed this _____ day of _____, 2016:

RICHARD SEARLE
CHAIR: BOARD OF SUPERVISORS OF
COCHISE COUNTY

FOR THE TOHONO O'ODHAM NATION

APPROVED AS TO FORM:

LAURI J. OWEN
CIVIL DEPUTY COCHISE COUNTY
ATTORNEY

ATTEST:

ARLETHE RIOS
CLERK OF THE COCHISE COUNTY
BOARD