



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: November 19, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

The Tohono O'odham Nation

***Project Title/Description:**

Intergovernmental Agreement between the Tohono O'odham Nation and Pima County to Accept and Pass-Through 12% Sate-Shared Revenue Funds during Fiscal Year 2019-2020

***Purpose:**

This Agreement is pursuant to A.R.S. § 5-601.02, which requires 12% of funds generated from gaming operations to be distributed to governments or 501(c)(3) organizations or entities for services benefiting the general public. This agreement authorizes the Chairman of Pima County to execute an Intergovernmental Agreement to accept these monies, and execute agreements to pass-through funds on behalf of 501(c)(3) organizations identified by the Nation. On October 25, 2019, GMI was notified of the selected awardees, by Tohono O'odham Nation, based on proposals submitted responding to a Request for Proposals released in April 2019.

***Procurement Method:**

This Grant Agreement is a non-Procurement contract and is not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The Tohono O'odham Nation will provide Pima County with a lump sum of \$237,514.19, which will be disbursed by the County as directed to the following organizations: Pima County Superior Court Adult Probation Department- \$2,514.19; Diaper Bank of Southern Arizona-\$10,000; Literacy Connects-\$25,000; Earthworks, on behalf of Arizona Mining Reform Coalition-\$40,000; Tucson January 8th Memorial Foundation-\$50,000; Southern Arizona Legal Aid-\$60,000; Pima County Development Services-\$50,000.

***Public Benefit:**

Proposals were selected based on their ability to address one or more of the Tohono O'odham Nation's priority areas, including education, health care, public safety, child advocacy, economic development, and/or cultural & environmental development and protection.

***Metrics Available to Measure Performance:**

Performance for non-County recipients will be complete when funds have been disbursed to the designated parties. County recipients and performance measures are Development Services- 2020 Online Census Awareness and Motivation Campaigns.

***Retroactive:**

No

GMI Approved 11/12/19 JSS
Revised 9/2019

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**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*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***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 ☐ AmendmentDocument Type: GTAW Department Code: GMI Grant Number (i.e.,15-123): 20*056Effective Date: Upon last Signat Termination Date: 12/31/2020 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 237,514.19***All Funding Source(s) required:** Tohono O'odham Nation 12% Revenue Sharing Funds***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: Rebecca LeeDepartment: Grants Management and InnovationTelephone: 520-724-5479

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the form below completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP XYZ – 3.0 Procedure).

Requesting Department	Pima County Development Services	Date: 4/30/19
Contact Information	Name: Carla Blackwell	Telephone: (520) 724-9516
Funding Opportunity Title	2019/2020 GMI-Tohono O'Odham 12% Revenue-Sharing Grant	
CFDA No.	N/A	
Sponsoring Agency	Pima County Complete Count Committee	
Sponsor's Due Date	6/14/19	
Proposed Project Title	2020 Online Census-Targeted Reach Outreach Activities	
Project Fiscal Agent	Pima County	
Benefit to Pima County	Assist in reach to communities outside urban areas/targeted populations	
Amount requested:	\$100,000.00 50,000 <i>54</i>	

Carefully read the Sponsor's guidelines to answer the following (must complete all sections):

Match or In-kind Required: ☐ Yes ☒ No If required what is the amount/percent: _____

Allowable Indirect Rate: 10% of personnel _____ If you plan to seek a Waiver of Indirect, complete the Request for Waiver of Indirect form and submit with this approval request. Copy attached: ☐ Yes ☒ No

If Indirect is not allowed by the Sponsoring agency, attach a copy of Sponsor's instructions and submit a copy with this approval request. Copy attached: ☐ Yes ☒ No

Will this project require additional office/project space? ☐ Yes ☒ No

Will your budget include a 3% escalation factor for future project years? ☐ Yes ☒ No

Will your project require any equipment items over \$5,000 per item? ☐ Yes ☒ No

Does the proposal use a fixed price contract? ☐ Yes ☒ No

Is this project subject to Human Subjects compliance? ☐ Yes ☒ No

Does this project involve Subrecipients? ☐ Yes ☒ No

Is there a Statutory Funding Preference from the Sponsor? ☐ Yes ☒ No

List any proposal or Sponsor specific requirements:

This grant would provide the committee funds to use for hard to reach communities outside of the urban areas and other targeted populations. The Census will be important this year because it will be an almost entirely online survey. It also appears that a citizenship question to be decided by the Supreme Court may be a deterrent to some populations. A complete count factors into political boundaries, federal appropriations, business decisions for site selection, and land use & transportation planning overall.

50,000 OM

We would be seeking ~~\$100,000~~ overall for the following:

1. Placing advertising in local newsletters, or out of area publications such as the Ajo Copper News, Green Valley News,
 2. Posters and targeted messaging for the libraries, community centers that Pima County offers
 3. Outreach and facilitation of the survey on line with computer access, kiosks, in county facilities
 4. Brochures, handouts to neighborhoods, non-profits in key areas, food banks etc.
- The money would be spent for awareness and motivational campaigns to take place January through May 2020.



Approval Request

Approved: ☒ Not Approved: ☐ Subject to Further Review: ☐ Yes ☐ No

If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.

By: _____

County Administrator or Designee

Date: _____

5/1/2019

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O'ODHAM NATION
AND
PIMA COUNTY**

THIS GRANT-IN-AID AGREEMENT ("Agreement") is between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and PIMA COUNTY, a political subdivision of the State of Arizona ("County").

RECITALS

The Nation desires to convey to County a portion of its annual 12% local revenue-sharing contribution ("Contribution") to be used by County and non-County recipients for services that benefit the general public.

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 Nation with Federal, State, and local governments.

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 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.

Under A.R.S. § 5-601.02(H)(4), County may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

County is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

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

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the County in the amount described in Schedule A (the "Contribution") for the purpose(s) detailed in Schedule A. County will distribute funds directly to the County recipient listed in Schedule A as program 1 ("County Recipient"). County will also enter into separate

agreements to distribute funds to the non-County recipients listed in Schedule A as programs 2 through 7 ("Non-County Recipients").

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** County is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, County shall distribute the Contribution per County policies and procedures governing the disbursement of these funds. County shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that County will be acting as a conduit for distribution of the Contribution to the Non-County Recipients. Upon distribution of the Contribution to the Non-County Recipients as identified in Section 2 of this Agreement, the County shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Non-County Recipients. Therefore, upon the County's disbursement of the Contribution to a Non-County Recipient as provided in Section 2, the Nation shall release the County from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Non-County Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the County shall have no obligation to reimburse the Nation the amount of the Contribution after the County disburses the Contribution to a Non-County Recipient and that the Nation shall look solely to the Non-County Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by County for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing County fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after County receives the Contribution but before County disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by County.** All parties acknowledge that this Agreement may be subject to cancellation by County per A.R.S. § 38-511.

5. **Money Unclaimed.** If County fails to accept the Contribution on or before December 19, 2019, this Agreement will be deemed to have been terminated by County and the Nation will award the Agreement Contribution to another local government entity.
6. **Monitoring, Review, and Audit.** The Nation may monitor and review the County Recipient's use of their portions of the Contribution as well as the County Recipient's performance of the projects funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the County Recipient's governance, management and operations, to discuss the County Recipient's programming and finances, and review relevant financial and other records and materials related to the County Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the County Recipient. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.
7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and 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.
8. **Reports:** If applicable, County will submit a final report to the Nation within 30 days of the End Date of this Agreement explaining how and when the funds provided under this Agreement to the County Recipient were used. This report may be in the form of an affidavit signed by an officer of County and may be accompanied by supporting documentation. The report must address: (i) changes in the scope of the project or purchase funded under this Agreement, (ii) the total expenses under the project or purchase funded by the Agreement, (iii) a brief description of who has benefited from this Agreement, and (iv) County's next steps with regard to the project or purchase made under this Agreement. County is not required to provide reports about the Non-County Recipients.
9. **Notices.** Any notice, consent or other communication required or permitted under this Agreement 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:

Ned Norris, Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634

Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the County:

Regina Kelly, Director
Pima County Grants Management and Innovation
32 N. Stone Ave., 3rd Floor
Tucson, Arizona 85701
Phone: (520) 724-6679
Fax: (520) 770-4125
Email: Regina.Kelly@pima.gov

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.

- 10. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement 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.
- 11. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 12. No Waiver.** Except as otherwise expressly provided in this Agreement, 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.

13. Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14. Counterparts and Electronic Signatures. This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

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

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Ned Norris, Chairman

Date

PIMA COUNTY

Richard Elías, Chairman
Pima County Board of Supervisors

Date

ATTEST:


Clerk of the Board

Date

APPROVED AS TO CONTENT:

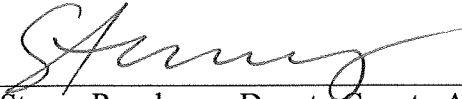


Jan Leshner, Deputy County Administrator



Date

APPROVED AS TO FORM:



Stacey Roseberry, Deputy County Attorney

11/4/19

Date

Schedule A

Program	Project	Contribution
1. Pima County Development Services	2020 Online Census Awareness and Motivation Campaigns	\$50,000
2. Pima County Superior Court Adult Probation Department	First-Aid-Kits	\$2,514.19
3. Southern Arizona Legal Aid	RAMP Coalition	\$60,000
4. Tucson's January 8 th Memorial Foundation	Completion Funds for the Memorial	\$50,000
5. Earthworks, on behalf of Arizona Mining Reform Coalition	Pilot Project	\$40,000
6. Literacy Connects	Infusion Project in Sunnyside Unified School District	\$25,000
7. Diaper Bank of Southern Arizona	Supply Diapers	\$10,000
Total		\$237,514.19