



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

Award Contract Grant

Requested Board Meeting Date: January 5, 2021

* = Mandatory, information must be provided

or Procurement Director Award

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

Ha:San Educational Services

***Project Title/Description:**

Agreement between Pima County and Ha:San Educational Services to distribute State-Shared Revenue Program grant funds awarded by the Tohono O'odham to during fiscal year 2020-2021.

***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. On November 24, 2020, Pima County was notified by the Nation, that Ha:San Educational Services had been awarded \$75,000.01 dollars. On December 1, 2020, the Pima County Board of Supervisors executed a Grant-In-Aid Agreement with the Nation, GTAW 21*089, committing to accept and pass-through funds on behalf of 501(c)(3) organizations identified by the Nation.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The \$75,000.01 award distributed to Ha:San Educational Services will be used for Student laptops and school facilities upgrades.

***Public Benefit:**

Proposals were selected by the Nation based on their ability to address one or more of the 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:**

Ha:San Educational Services agrees to submit reports to the funder, the Tohono O'odham Nation, to describe their use of grant funds.

***Retroactive:**

No

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Addendum

Contract / Award Information

Document Type: CT Department Code: GMI Contract Number (i.e., 15-123): 21*275

Commencement Date: 1/5/2021 Termination Date: 12/31/2021 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 75,000.01 Revenue Amount: \$ _____

*Funding Source(s) required: 12% Gaming Revenue Sharing grant funds from the Tohono O'odham Nation

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.: _____

Commencement 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): _____

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: Rebecca Lee 45479 Alicia Montoya 44004

Department: Grants Management and Innovation Telephone: 520-724-5479

Department Director Signature/Date: Regina Kelly December 23, 2020

Deputy County Administrator Signature/Date: _____ 23 Dec 2020

County Administrator Signature/Date: C. R. [Signature] 12/23/20
(Required for Board Agenda/Addendum Items)

Contract No: CT-GMI-21-275 Amendment No: _____

This number must appear on all correspondence and documents pertaining to this contract

**Indian Gaming Revenue Funding Disbursement Agreement
Between
Pima County and Ha:sañ Educational Services**

This Indian Gaming Revenue Funding Disbursement Agreement (“Agreement”) is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona, and Ha:sañ Educational Services (“Grantee”), a non-profit registered to do business in the State of Arizona.

RECITALS

- A. Pursuant to a compact with the State of Arizona and A.R.S. §§ 5-601.02, the Tohono O’odham 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 November 24, 2020, Pima County was notified that the Nation had awarded \$75,000 of shared-revenue funds (“the Contribution”) to the Grantee.
- C. On December 1, 2020, the Pima County Board of Supervisors executed a Grant-In-Aid Agreement with the Nation, GTAW 21*089, committing to pass-through the Contribution to Grantee for Student laptops and school facilities upgrades (“the Project”).
- D. This Agreement documents the terms for the transfer of the Contribution from County to Grantee upon receipt of the Tohono O’odham State Shared Revenue Funds.

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

AGREEMENT

1. Purpose. This Agreement sets forth the rights and responsibilities of County and Grantee with respect to the distribution of the Contribution for the Project.
2. Term. The term of this Agreement will begin on the date of the last signature by both the County and Grantee’s authorized representative and will terminate once County has disbursed the Contribution to Grantee.
3. Disbursement of Contribution. In accordance with County’s policies and procedures, and as quickly as feasible, County will distribute the Contribution in one payment to Grantee in the amount of **\$75,000.01**.
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 Agreement 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 Management and Innovation
130 W Congress St, 3rd Floor
Tucson, Arizona 85701
Phone: (520) 724-6679
Fax: (520) 770-4125
Email: Regina.Kelly@pima.gov

If to Hasan Educational Services :

Jacob Pawson
1333 E 10th Street
Tucson, AZ 85719
(520) 240-8201
(520) 882-8651 FAX
jpawson@hasanprep.org

And

James Merino
1333 E 10th Street
Tucson, AZ 85719
(520) 882-8826
(520) 882-8651 FAX
jmerino@hasanprep.org

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. No Joint Venture. This Agreement does not create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the parties. Neither party will be liable for any debts, accounts, obligations or other liabilities of the other party.
8. 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.
9. 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.
10. 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.
11. Remedies. In compliance with paragraph 5 – Dispute Resolution, either 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.

12. Entire Agreement, 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.

Ha:safi Educational Services

PIMA COUNTY



Jacob Pawson, Director of Finance & Operations

Chairman
Pima County Board of Supervisors

Date 10 December 2020

Date _____

ATTEST:

Clerk of the Board


Approved as to content:



Regina Kelly, Director,
Grants Management & Innovation

Date December 23, 2020

Approved as to form:



Stacey Roseberry, Deputy County Attorney