



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

Award Contract Grant

Requested Board Meeting Date: December 1, 2020

* = 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% State-Shared Revenue Funds 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. This agreement authorizes the Chairman of Pima County to execute an Intergovernmental Agreement to accept these monies, and execute agreement to pass-through funds on behalf of the University of Arizona, identified by the Nation on October 23, 2020 as an awardee.

***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 \$1,000,000, to be disbursed by the County, as directed, to Hasan Preparatory and Leadership School, for student laptops and school facilities upgrades, and Homicide Survivors, Inc, for legal assistance and emergency financial assistance for survivors.

***Public Benefit:**

Awardees are selected based on ability to address one or more of The Nations priority areas.

***Metrics Available to Measure Performance:**

Performance for County will be complete when funds have been disbursed to the designated parties.

***Retroactive:**

No

GMI Approved 11/24/2020 [Signature]

Revised 5/2020

Contract / Award Information

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

Commencement 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.: _____

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: GMI Grant Number (i.e., 15-123): 21*089

Commencement Date: Upon last signature Termination Date: 12/31/2021 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 150,000

***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: Amy Fish Alicia Montoya 44401

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

Department Director Signature/Date: *Amy Fish*

Deputy County Administrator Signature/Date: *[Signature]* 11/24/2020

County Administrator Signature/Date: *[Signature]* 11/24/20
(Required for Board Agenda/Addendum Items)

**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 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 purposes detailed in Schedule A. County will enter into separate agreements to distribute funds to

the non-County recipients listed in Schedule A as programs 1 and 2 (“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 31, 2020, this Agreement will be deemed to have been terminated by County and the Nation will issue the Agreement Contribution to another local government entity.
- 6. 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.
- 7. 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 days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Ned Norris, Jr., 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
130 W. Congress St., FL 3
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.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

SIGNATURE PAGE TO FOLLOW

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Ned Norris, Chairman

Date

PIMA COUNTY

Ramón Valadez, Chairman
Pima County Board of Supervisor

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:



Jan Lesher, Deputy County Administrator

11/24/2020

Date

APPROVED AS TO FORM:



Stacey Roseberry, Deputy County Attorney

11/24/2020

Date

Schedule A

Program	Project	Contribution
1. Ha:sañ Educational Services	Student laptops and school facilities upgrades	\$75,000.00
2. Homicide Survivors, Inc.	Legal assistance and emergency financial assistance for Survivors	\$75,000.00
	Total	\$150,000.00