

COB - BOSAIR FORM

08/29/2025 10:56 AM (MST)

Submitted by Christina.Drennan2@pima.gov



Welcome to the [Board of Supervisors Agenda Item Report \(BOSAIR\)](#) Form.

This form is used to submit agenda items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number:

Amplifund Grant Record Number: 92255

Award Type: Grant

Requested Board Meeting Date: 09/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: National Foundation for the Centers for Disease Control and Prevention, Inc.

Project Title / Description: Understanding and Preventing Drowning

Purpose: The Understanding and Preventing Drowning grant will allow Pima County to conduct a Desert Oasis Swimming Safety Program. This program will provide no-cost swim and water safety instruction to underserved youth in Pima County, ages 5–17. The program is designed to work with school partners to reduce drowning risks in census tracts with the highest Social Vulnerability Index (SVI) scores and in Tribal Nations that face disproportionately high drowning rates.

As an electronic signature has been requested on the award by the grantor, acceptance of this award would delegate signing authority to Ken Walker, or his designee on behalf of Pima County.

Procurement Method: Grant: Not applicable

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: The Desert Oasis Swimming Safety Program will serve approximately 950 youth from September 2025 through September 2026. At least 70 percent of participants will come from high-SVI census tracts or Tribal communities. Each participant will complete a pre- and post-assessment using Centers for Disease Control and Prevention (CDC) swim-skill rubrics to measure improvements in competence. The program will also certify local school and Tribal staff as Red Cross Water Safety Instructors (WSI), reducing reliance on oversubscribed community pools and strengthening long-term capacity.

Public Benefit and Impact: Drowning is a significant cause of preventable childhood deaths, with vulnerable children including those in historically marginalized communities experiencing a

greater loss of access to swimming resources. By providing free lessons, transportation, and swim gear, the program removes cost and access barriers for vulnerable families. Current waitlists already exceed 200 children at County and YMCA pools; the Desert Oasis Swimming Safety Program will expand access while promoting equity and resilience.

Budget Pillar

- Improve the quality of life

Support of Prosperity Initiative:

2. Improve Quality of Life and Opportunity in High Poverty Areas

Provide information that explains how this activity supports the selected Prosperity Initiative

The Desert Oasis Swimming Safety Program strengthens community resilience by reducing preventable deaths, lowering emergency response and healthcare costs, and building trust in public health programs. By embedding follow-up swim lessons into district and County recreation budgets, the program will ensure long-term sustainability and expand opportunities for vulnerable children to learn lifesaving skills. Providing free swim lessons and water safety instruction to underserved youth helps reduce preventable deaths, lowers emergency response and healthcare costs, and builds trust in public health programs. This strengthens community resilience and ensures long-term sustainability, which are key aspects of improving quality of life and opportunity in high-poverty areas.

Metrics Available to Measure Performance:

- Number of youth served (target: 950).
- Percentage of participants from high-SVI census tracts or Tribal Nations ($\geq 70\%$).
- Documented improvement in swim competence using CDC rubrics.
- Number of instructors certified as Red Cross WSI.
- Number of districts and partners sustaining swim lessons after the grant period.

Retroactive:

NO

Grant / Amendment Information (for grants acceptance and awards)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number:

Amplifund Grant Record Number: 92255

Type: Award

Department Code: HD

AmpliFund Grant Record Number: 92255

Amendment Number: N/A

Commencement Date: 10/01/2025

Termination Date: 10/31/2026

Advantage Initial GTAW# (If Applicable): N/A

Total Revenue Amount:

\$99,960.01

Total Match Amount

\$0.00

Advantage Grant ID # (If Applicable): N/A

All Funding Source(s) required: National Foundation for the Centers for Disease Control and Prevention, Inc.

Does PCAO need to review the grant award (or grant amendment)?

NO

Does PCAO need to sign the grant award (or grant amendment)?

NO

Match funding from General Fund?

NO

Match funding from other sources?

NO

Are Federal Funds Involved?

NO

Department: Health

Name:
Christina Drennan

Telephone: 5207247614

Department Director Signature:

Date:

8-29-25

Deputy County Administrator Signature:

Date:

8-29-25

County Administrator Signature:

Date:

8/31/25

GML approves KBW 8/29/2025

NON-FEDERAL SUBGRANTEE AGREEMENT

Subgrantee Name:	Pima County
Agreement Number:	<i>CDC Foundation will complete</i>
Program ID:	10100323
Project Name:	Understanding and Preventing Drowning
Term:	October 1, 2025 – October 31, 2026
Grant Funds Amount:	\$99,960.01

This Agreement (the "Agreement") is entered into on **October 1, 2025** ("Effective Date") by and between Pima County, ("Subgrantee") and National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation").

WHEREAS, the CDC Foundation was established by P.L 102 - 531, 42 U.S.C. § 280e-11, to carry out activities for the prevention and control of diseases, disorders, injuries, and disabilities, and for promotion of public health; and

WHEREAS, Subgrantee represents it possesses the requisite experience and skills to complete the Grant Activities; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CDC Foundation and Subgrantee hereby agree to the following terms, conditions, standards, and provisions of the contract as follows:

AGREEMENT:

ARTICLE 1 RELATIONSHIP

1.1 **Term.** Unless otherwise terminated as provided herein, the "Term" of this Agreement will commence on the Effective Date and end on **October 31, 2026** ("Termination Date"). All Grant Activities (as defined in Section 2.1 below) must be completed by the Termination Date.

1.2 **Relationship.** It is expressly understood that Subgrantee is not an employee or agent of the CDC Foundation or a federal employee but is an independent Subgrantee to the CDC Foundation. Subgrantee may not exercise administrative or managerial control over any federal employee or employee of the CDC Foundation. It is expressly understood that Subgrantee and/or any person performing Grant Activities under this Agreement is not eligible to participate as the primary beneficiary in health insurance, life insurance, retirement, and sick and annual leave programs of the CDC Foundation.

1.3 **Tax Status.** Reserved.

ARTICLE 2

GRANT ACTIVITIES & OBLIGATIONS

2.1 **Grant Activities.** Subgrantee is responsible for performing the Grant Activities listed in Attachment 1: Scope of Grant Activities (the "Scope of Grant Activities").

2.2 **Performance of Grant Activities.** Subgrantee represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances. Subgrantee will determine the methods, details, and means of performing the Grant Activities.

2.3 **Records.** Subgrantee agrees to maintain books and records ("Records") in sufficient detail to properly reflect all work done and results achieved in the performance of the Grant Activities for a period of no less than seven (7) years. At any time before or after final payment under this Agreement, except where limited by law, the CDC Foundation may request, and Subgrantee agrees to allow examination of the Records to the extent necessary to substantiate the performance of its obligations under this Agreement and applicable law. Any such examination will be conducted at reasonable times and upon reasonable notice.

2.4 **Reporting.** Subgrantee may be required to submit progress reports and/or financial reports to the CDC Foundation to indicate progress toward accomplishment of program outputs and the use of any funds advanced to it under the Agreement (the "Reports"). Where Financial reports are required, such Reports shall include budgeted and actual costs, exchange rates, gains and applied interest, if applicable in addition to a signed expense report. Upon request, a receipt log and verified exchange rate receipt should be provided. See Attachment 1 for applicable reporting schedule.

2.5 **Assignment.** Subgrantee may not assign or delegate any rights, obligations, or duties under this Agreement without first obtaining CDC Foundation's written approval.

2.6 **Ethical Standards.** Subgrantee shall at all times act in accordance with the professional and ethical rules of the applicable industry and shall adhere to ethical standards required of it by virtue of the professional nature of its business.

2.7 **Confidentiality.** Subgrantees shall comply with the following provisions:

- 2.7.1 While providing Grant Activities under the Agreement, Subgrantee will have access to certain Confidential Information in order to carry out recipient obligations, including information that may identify individuals and/or companies or establishments. In addition to personally identifiable information regarding individuals and/or companies or establishments, "Confidential Information" also means all non-public information of a competitively sensitive nature concerning the CDC Foundation, including any non-public information (whether in writing, or retained as mental impressions) concerning the Agreement; research and development; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; donors; contracts and bids; and personnel. "Confidential Information" may also constitute a trade secret under applicable law. Subgrantee acknowledges that Confidential Information may be contained in various media, including, without limitation, computer programs, flow charts, manuals, plans, drawings, designs, technical specifications, notebooks, donor and prospective donor lists, internal financial data and other documents, surveillance, data and publications under development, and records of the CDC Foundation. Subgrantee recognizes that Confidential Information includes ways of doing business which may be generally known but whose use by the CDC Foundation is not generally known. Confidential Information includes information generated by the CDC Foundation, or information provided to the CDC Foundation by other entities or individuals.

- 2.7.1.1 **Exclusions.** Information of the CDC Foundation is not Confidential Information if (i) it is already or becomes, known to the public other than as a result of any act or omission of Subgrantee; (ii) it is lawfully received from a third party having the right to disseminate the information without restriction on disclosure; or (iii) it is voluntarily furnished to others by the CDC Foundation without restriction on disclosure.
- 2.7.2 **Non-Disclosure.** During the Term of the Agreement and thereafter, Subgrantee will not disclose, reveal, or transfer (directly or indirectly) (hereinafter "Disclose"), any Confidential Information to any person or entity who is not specifically authorized by the CDC Foundation to receive it and Subgrantee will not use the Confidential Information for any purpose other than that for which it was provided to Subgrantee, without the express written consent of the CDC Foundation, and that Subgrantee will only use the Confidential Information for the fulfillment of their obligations under the Agreement. Subgrantee acknowledges that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of the CDC Foundation or the third party providing such information to Subgrantee or the CDC Foundation.
- 2.7.2.1 **Unauthorized Disclosures.** Notwithstanding anything to the contrary, to the extent Subgrantee has access to trade secrets or confidential business information, Subgrantee will abide by Health and Human Services (HHS) regulations and the applicable provisions of the Freedom of Information Act regarding subsequent disclosure of such information. Any unauthorized disclosure of this information, in any form, including in published or unpublished reports, may subject Subgrantee to criminal prosecution under the Federal Trade Secrets Act, 10 U.S.C. § 1905.
- 2.7.2.2 **Required Disclosures.** If Subgrantee is legally required to disclose Confidential Information by law or pursuant to the order of a court or a governmental agency, Subgrantee shall, unless legally prohibited, immediately notify the CDC and the CDC Foundation of such disclosure.
- 2.7.3 **Personally Identifiable Information (PII).** Subgrantee agrees not to publish any PII obtained from the CDC Foundation in any publicly available document. Moreover, Subgrantee will notify the CDC Foundation of any efforts to use or obtain PII for purposes other than research or for other public health activities.
- 2.7.4 **Standard of Care.** Subgrantee agrees: (i) to protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care such Subgrantee uses to protect its own confidential information of a similar nature; (ii) to not copy or reproduce any Confidential Information in any form, except to the extent contemplated by this Agreement; (iii) not to disclose to or otherwise permit any third person or entity access to any Confidential Information except with prior written consent of the CDC Foundation; (iv) to adhere to the administrative, technical, and physical safeguards that are in place to prevent unauthorized use or disclosure of the records; and (v) to take commercially reasonable steps necessary to safeguard Confidential Information against unauthorized access or disclosure. Subgrantee agrees, to assist CDC and the CDC Foundation in identifying any access, disclosure, or use of Confidential Information in a manner inconsistent with the provisions of this Agreement, by informing CDC Foundation of all individuals or entities to whom Confidential Information has been disclosed or been afforded access to.
- 2.7.5 **Termination.** Upon termination of the Agreement, Subgrantee agrees to voluntarily surrender all Confidential Information of the CDC Foundation in Subgrantee's possession, custody, or control including, without limitation, any originally, drafts, copies, or other non-originals.

2.7.5.1 **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.

2.8 **Indemnification.** Subgrantee shall indemnify and hold CDC, CDC Foundation, and their officers, directors, employees, and agents harmless from any and all third-party claims, demands, torts, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, losses and liabilities of any kind or nature whatsoever, including property damage and bodily injury to Subgrantee's agents, representatives and employees, whether at law or in equity, including attorneys' fees, witness fees and other legal costs and expenses arising directly or indirectly from Subgrantee's actions taken in connection with this Agreement, failures to act, the violation of any laws, rules, or regulations, or the breach of any obligation or duty assumed by Subgrantee under this Agreement. CDC Foundation shall have the right to approve defense counsel. CDC Foundation shall have the right to direct the settlement of any such claim or suit. Subgrantee may not settle any potential suit hereunder without CDC Foundation's prior written approval. If Subgrantee fails to promptly indemnify and defend a covered claim, CDC Foundation shall have the right to defend itself, and in such case, Subgrantee shall promptly reimburse CDC Foundation for all of CDC Foundation's associated costs and expenses.

2.9 **Work Product Ownership.** Subgrantee shall retain title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any procedures, work-flow methods, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, articles, papers, or other works of authorship developed, provided, or created by Subgrantee during the course of performing Grant Activities pursuant to this Agreement (collectively "Work Product"). Subgrantee hereby grants to the CDC Foundation a non-exclusive, irrevocable, perpetual, fully-paid right and license to reproduce, publish, copy, alter, or otherwise practice and use the Work Product, including the right to modify or create derivative works from the Work Product, and the right to license others to use the Work Product, or as otherwise required for the CDC Foundation to comply with its obligations to the donor.

ARTICLE 3 GRANT FUNDS & INVOICING

3.1 **Grant Funds.** CDC Foundation will pay the Subgrantee an amount not to exceed \$99,960.01 ("Grant Funds") pursuant to Attachment 1: Scope of Grant Activities.

3.2 **Use of Funds.** Subgrantee may not use Grant Funds for any purpose other than the Project. Subgrantee may not use Grant Funds to reimburse any expenses Subgrantee incurred prior to the Effective Date. At CDC Foundation's request, Subgrantee will repay any portion of Grant Funds used and/or obligated in material breach of this Agreement, as determined by the CDC Foundation in its sole discretion.

3.3 **Budget.** When a budget is required, the budget for this Agreement is attached hereto as Attachment 2: Budget and incorporated herein by reference (the "Approved Budget"). No deviation from the Approved Budget is authorized absent the express written approval of the CDC Foundation.

3.4 **Invoice.** Subgrantee will provide an invoice to the CDC Foundation that is materially consistent with the invoice in Attachment 3. Such invoice should be provided to the CDC Foundation as directed in Attachment 1: Scope of Grant Activities, and failure to do so may be deemed a material breach of this Agreement in CDC Foundation's sole discretion. The CDC Foundation Financial Contact and Programmatic Contact listed in 6.18 below must also be copied on all emails regarding invoices.

Once an invoice is approved for payment, CDC Foundation will issue payment to Subgrantee within 45 days of approval of the invoice and all reporting requirements having been met. In case of a dispute over amounts or satisfactory performance, the CDC Foundation may withhold amounts equal to the disputed amount until resolution. Subgrantee shall continue performing all of its obligations under this Agreement during such dispute.

3.5 **Final Invoice**. All invoices, including the final invoice, must be submitted to CDC Foundation no later than thirty (30) days following the Termination of this Agreement.

3.6 **Improper Expenditures**. Any item of expenditure by Subgrantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the CDC Foundation to be in violation of the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subgrantee, shall become Subgrantee's liability, to be paid by Subgrantee from funds other than those provided by the CDC Foundation under this Agreement or any other agreements between the CDC Foundation and Subgrantee. Subgrantee shall immediately reimburse CDC Foundation for any improper expenditures. This provision shall survive the expiration or termination of this Agreement.

3.7 **Management of Funds**. For the duration of this Agreement, Subgrantee shall establish and maintain a system or separate bank account for the management of funds received under this Agreement. If a system is utilized rather than a separate bank account, it should have the capability to track and report all credits, debits and balances related to the Agreement, including any earned interest or foreign gains. Any interest or gains must be credited back to the project funds.

ARTICLE 4 TERMINATION

4.1 **Right to Termination**. CDC Foundation may terminate this Agreement without cause or further liability upon fifteen (15) days' written notice to the other Party and either Party may terminate this Agreement immediately in the event of a material default hereunder by the other Party if such default is not cured within 10 days after written notice to the other party.

4.2 **Loss of Tax-Exempt Status**. Reserved.

4.3 **Payment Upon Termination**. The CDC Foundation's sole and exclusive obligation to the Subgrantee upon termination shall be the payment for Grant Activities properly performed up to the effective date of termination. In the event Subgrantee was advanced payment, then upon termination, the Subgrantee shall, within 30 days, return any non-cancellable and unexpended Grant Funds to CDC Foundation and provide a final report detailing the use of funds and any remaining balance.

4.4 **Return of Funds**. Any Grant Funds that have not been used, or committed to, the Project upon termination of this Agreement must be (a) returned promptly to CDC Foundation, as set forth in Section 4.3, or (b) applied to another mutually agreed upon charitable purpose, as directed in writing by CDC Foundation.

ARTICLE 5 BRANDING AND PUBLICATION GUIDELINES

5.1 **Disclaimer for Training/Meeting/Seminar Materials**. If Grant Funds from this Agreement will be used for a training/meeting or seminar, wholly or in part, the Subgrantee must include the below statement on all materials, including promotional materials, agenda and internet sites. A final draft of any materials created must be submitted for review and approval to the CDC Foundation prior to print and dissemination.

Funding for this conference was made possible (in part) by the CDC Foundation. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the CDC Foundation, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the CDC Foundation.

5.2 **Logo Usage.** The Subgrantee shall not use the name, logo, likeness, trademarks, image or other intellectual property of the CDC Foundation for any advertising, marketing, endorsement, or any other purposes without the expressed, written consent of an authorized representative of the CDC Foundation.

5.3 **Publications.** Publications, journal articles, etc. produced under this Agreement must bear an acknowledgement of financial assistance using the following or a similar statement as listed below. A final draft of the publications created must be submitted for review and approval to the CDC Foundation prior to print and dissemination. "The source of this information is the *Understanding and Preventing Drowning* program, with financial support provided by CDC Foundation through a grant from Bloomberg Philanthropies."

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 **Entire Agreement of the Parties.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both Parties.

6.2 **Limitation of Liability.** In no event shall CDC Foundation be liable to Subgrantee for consequential, indirect, special, incidental, or similar damages, including without limitation anticipated fees, revenues, or lost profits.

6.3 **Governing Law and Jurisdiction.** This Agreement will be interpreted, applied, and enforced pursuant to the laws of the State of Georgia, including Georgia's statutes of limitation and without regard to its conflict of law principles. Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Fulton County, Georgia and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

6.4 **Attorneys' Fees.** If either Party shall bring any action against another arising out of this Agreement CDC Foundation and Subgrantee agree that each party will be responsible for its own attorneys' fees and costs.

6.5 **Severability.** If any provision or portion of this Agreement becomes, or is found by any governmental agency or court to be, illegal, unenforceable, invalid, null or void or against public policy, that provision or portion shall be severed from this Agreement and the Agreement shall, to the maximum extent legally permissible be construed such that the legality, validity or enforceability of all other provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

6.6 **Interpretation.** This Agreement shall be construed and interpreted as if drafted jointly by all Parties. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. In the event of a conflict between this Agreement and any Attachment hereto, the former will prevail.

6.7 **Section Headings; Gender.** Section headings used herein are for convenience only and shall not affect the construction of any provisions of this Agreement. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neutral, singular, and plural, as the context may require.

6.8 **Survival.** The terms of this Agreement, which by their nature, are reasonably intended by the parties to survive Termination shall so survive.

6.9 **Waiver**. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

6.10 **Anti-Terrorism Statement**. Subgrantee hereby certifies that, it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The Subgrantee further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the Subgrantee knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

6.11 **Lobbying**. Subgrantee will not use funds provided under the Agreement to influence the outcome of any election for public office or to carry on any voter registration drive. No funds are earmarked to support lobbying activity or to otherwise support attempts to influence local, state, federal or foreign legislation.

6.12 **Conflict of Interest**. Subgrantee warrants that it is under no obligation or restriction, nor will Subgrantee assume any obligation or restriction that would in any way interfere, be inconsistent, or present a conflict of interest with the Grant Activities and deliverables furnished by Subgrantee under this Agreement.

6.12.1 **No Tobacco Industry Relationships**. Subgrantee warrants that it does not have any business relationship with and/or knowingly receive payment or other support from, any tobacco product manufacturer or wholesaler, or any parent, affiliate or subsidiary, or organization or foundation with majority support from any of the aforesaid entities, of a tobacco product manufacturer or wholesaler, or any person, interest group, advocacy organization or other business or organization (other than a law firm, advertising agency or accounting firm) that represents the interest of the tobacco industry, has not done so in the past five years, and will not enter into any such relationship during the Agreement Term or for one year thereafter.

6.13 **Debarment and Suspension**. Subgrantee affirms and certifies that it has never been, nor is it currently, suspended, debarred or, to the Subgrantee's knowledge, proposed for suspension or debarment from government contracting. Additionally, Subgrantee certifies, by signature of this Agreement, that any and all prospective Subgrantees, or its principals, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

6.14 **Equal Employment Opportunity**. CDC Foundation will not do business with any person or entity who discriminates against members of a protected class. Subgrantee certifies that it does not discriminate against members of a protected class.

6.15 **Equipment**. At all times during the term of this Agreement, the Subgrantee shall maintain a complete inventory of all equipment purchased in whole or in part with funds made available under this Agreement. The Subgrantee shall submit a copy of said inventory to CDC Foundation promptly following any request by CDC Foundation. Upon termination or earlier expiration of this Agreement, the Subgrantee shall comply with directions from CDC Foundation regarding the final disposition of such equipment.

6.16 **Notices**. Any notice required to be given by any party to this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, email, or by confirmed facsimile transmission to the address indicated in Section 6.18 or such other address as either party may specify to the other.

6.17 **Offer Expiration Date**. Subgrantee must return a countersigned copy of this Agreement to CDC Foundation within 30 business days of signature by CDC Foundation or this offer of Agreement will be considered cancelled.

6.18 **Contact Information.** If different representatives or addresses are designated by either party after execution of this Agreement, notification of the name, title and address of the new representative will be provided to the other party.

CDC Foundation Contacts	Subgrantee Contacts
<i>Programmatic Contact</i> Name: Pearlanna DeLong Title: Program Officer Address: 600 Peachtree Street NE, Suite 1000 Atlanta, Georgia 30308 Email: pdelong@cdcfoundation.org Phone: 404.653.0790	<i>Programmatic Contact</i> Name: Dorothee Harmon Title: Development Division Manager Address: 3950 South Country Club Road, Suite 100 Tucson, Arizona 85714 Email: Dorothee.Harmon@pima.gov Phone: 520.724.7797
<i>Financial Contact</i> Name: April Cheston Title: Program Services Coordinator Address: 600 Peachtree Street NE, Suite 1000 Atlanta, Georgia 30308 Email: acheston@cdcfoundation.org Phone: 404.653.0790	<i>Financial Contact</i> Name: Pam Bottolfson Title: Division Finance Manager Address: 3950 South Country Club Road, Suite 100 Tucson, Arizona 85714 Email: Pamela.Bottolfson@pima.gov Phone: 520.724.7797
<i>Authorized Official</i> Name: Monique S. Patrick Title: Chief Operating Officer Address: 600 Peachtree Street NE, Suite 1000 Atlanta, Georgia 30308 Email: mpatrick@cdcfoundation.org Phone: 404.653.0790	<i>Authorized Official</i> Name: Dorothee Harmon Title: Development Division Manager Address: 3950 South Country Club Road, Suite 100 Tucson, Arizona 85714 Email: Dorothee.Harmon@pima.gov Phone: 520.724.7797

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the parties, have executed this agreement:

Pima County

Dorothee Harmon
Development Division Manager

Date

National Foundation for the Centers for Disease
Control and Prevention, Inc.

Monique S. Patrick
Chief Operating Officer

Date

Attachments

Attachment 1: Scope of Grant Activities
Attachment 2: Budget (No Budget Required)
Attachment 3: Invoice
Attachment 4: Deliverable Payment Schedule

ATTACHMENT 1: SCOPE OF GRANT ACTIVITIES

1. Project Summary: The following is a brief summary of the project.

The *Understanding and Preventing Drowning* program aims to conduct research and implementation activities to better understand the circumstances of and prevent drownings in the United States. Implementing drowning prevention strategies can save lives, but there are gaps in understanding which interventions are most applicable for groups at the highest risk of drowning, and how to effectively implement those interventions. This program aims to address these gaps by strengthening drowning data and surveillance and building the evidence base for effective drowning prevention strategies in 11 pilot states. This will be accomplished in part through the provision of basic swimming and water safety skills training for school-aged children in partnership with community-serving organizations.

2. Project Approach: The overall project approach for the Agreement includes the following activities and outputs as detailed below.

2.1. Project Activities: The following is the Subgrantee's planned approach for Grant Activities and a detailed list of tasks and/or activities supported under this Agreement.

Pima County was selected through a Request for Proposals to deliver a basic swimming and water safety skills training program in partnership with local schools to 950 children at a cost per child of \$105. Activities under this agreement include:

Administrative

- Attend a virtual onboarding meeting with the CDC Foundation to discuss project objectives, roles and responsibilities, and communication and collaboration.
- Provide required supporting documentation prior to payment:
 - School letter(s) of support – written acknowledgement from a school or school district indicating their intent to engage with the grantee to provide swim lessons. Examples of school support may include transportation, teacher supervision and the provision of pool facilities.
 - Staff certifications – list of staff certifications (e.g., YMCA Lifeguard Training) for those engaged in the program. Certification documents are not required but can be provided in lieu of a summary list. Personnel must be appropriately certified based on their role.
- Complete a final narrative and financial report using the template provided by the CDC Foundation.
- Return any unspent funds to the CDC Foundation within 30 days following the end date of the award agreement.

Evaluation Training

- Evaluate participants' swim skills on the first and last lesson of the program and submit these data to the CDC Foundation. All personnel participating in the evaluation process must attend a two-hour virtual training course to learn the swim skills evaluation process. The training will include an overview of the evaluation metrics, data collection and data submission processes. Ongoing support will be available as needed.
- Designate staff time for a data manager role to organize and process collected data and quality control role to oversee the evaluation process and collection of data. Individuals in these roles will receive an additional one-hour training to support quality control and provide evaluation guidance for onsite staff.

Metrics Reporting and Engagement Requirements

- Collect swim skills data on the first and last lesson using an evaluation form provided by the CDC Foundation.
- Participate in a site visit with CDC Foundation program staff, at a site determined by the grantee.
- Submit monthly evaluation data and key metrics through forms provided by the CDC Foundation.
- Attend a monthly status update meeting, and may attend an optional monthly development session with other participating grantees.
- Respond to CDC Foundation email inquiries within five business days.

2.2. Project Activity Outputs: The Subgrantee will produce and/or deliver the following tangible project events, products, and/or deliverables.

#	Event/Product/Deliverable	Due Date
1	Complete Project Activities Outlined in Section 2.1.	Ongoing

3. Invoice & Payment- Payment for this Agreement is based on the following invoice and payment method:

Invoice		
Submission Method	Frequency	Due Date(s)
Email to: pdelong@cdcfoundation.org acheston@cdcfoundation.org accountspayable@cdcfoundation.org	As deliverables are completed	As deliverables are completed

Payment Type	
<input type="checkbox"/>	Cost Reimbursable: reported expenditures that conform to approved Budget: Attachment 2.
<input checked="" type="checkbox"/>	Fixed Price (Deliverables): achievement of deliverables and milestones. Attachment 4.
<input type="checkbox"/>	Time and Materials/Labor Hours: Direct labor hours ([insert]) at a fixed hourly rate of [insert] which include service fees, overhead and general and administrative expenses; plus actual material costs consisting of [insert].
<input type="checkbox"/>	Hybrid: A combination of [insert]

3.1. Payment Advance

Subgrantee will receive a payment advance of \$0.00 within thirty days of receipt of the fully executed Agreement.

4. Reporting – The Subgrantee must submit reports as detailed below:

Report	Submission Method	Frequency	Due Date(s)
School Letter(s) of Support	Email to pdelong@cdcfoundation.org	Once	Prior to payment disbursement
List of Certifications for Staff Operating under this Funding	Email to pdelong@cdcfoundation.org	Once	Prior to payment disbursement

Subgrantee's Name: Pima County
Program ID Number: 10100323

Pre/Post Swim Skills Data Submission with Demographics	Email to gfield@cdcfoundation.org	Monthly	Monthly
Final Programmatic Report	Email to drowningprevention@cdcfoundation.org	Once	October 31, 2026
Final Financial Report	Email to drowningprevention@cdcfoundation.org	Once	October 31, 2026

ATTACHMENT 2: BUDGET

No Budget Required

ATTACHMENT 3: SUBGRANTEE INVOICE

Subgrantee:	Pima County
Project Number:	10100323
Project Name:	Understanding and Preventing Drowning
Purchase Order#:	

This invoice requests the payment of **\$XXXX** from the CDC Foundation for the following Grant Activities:

(Basis for payment)

I certify that I have met the terms and conditions set forth in the Subgrantee Agreement during the period covered by this invoice.

Subgrantee's Signature

Date

ALL INVOICES MUST BE EMAILED TO: accountspayable@cdcfoundation.org

Please cc- Program Officer Pearlanna DeLong: pdelong@cdcfoundation.org and
Program Services Coordinator April Cheston: acheston@cdcfoundation.org

Please notify the CDC Foundation immediately if you have a change of address, email, or phone number.

ATTACHMENT 4: DELIVERABLE PAYMENT SCHEDULE

Number	Deliverable	Description	Required Documentation	Anticipated Completion Date	Unit Rate	# of Units	Deliverable Total	% of Total Agreement Amount
1	Evaluation Training with the CDC Foundation	All personnel participating in the evaluation process attended a two-hour virtual training course to learn the swim skills evaluation process.	No documentation required. The CDC Foundation will verify completion.	Prior to program implementation	\$19,992.00	1	\$19,992.00	20%
2	25% of Proposed Number of Children Served and their Data Submitted	Grantee provided swim lessons and submitted pre/post swim skill data for 25% of their proposed number of children served.	Swim skills evaluation data is collected and submitted to the CDC Foundation in the format requested by the CDC Foundation for 25% of the proposed number of children served under this project.	December 31, 2025	\$19,992.00	1	\$19,992.00	20%
3	75% of Proposed Number of Children Served and their Data Submitted	Grantee provided swim lessons and submitted pre/post swim skill data for 75% of their proposed number of children served. <i>If less than 75% of the proposed number of children are served, funds for this agreement will shift to being paid out on a cost per child basis using the following formula:</i>	Swim skills evaluation data is collected and submitted to the CDC Foundation in the format requested by the CDC Foundation for 75% of the proposed number of children served under this project.	July 31, 2026	\$49,980.00	1	\$49,980.00	50%

		<i>(Grant Total/Proposed Number of Children Served) * (Number of Children Served)</i>						
4	All Data Sets and Final Report Submitted	Pre/post swim skill data is submitted for all children served. The final report for the project is submitted in the format requested by the CDC Foundation.	Swim skills evaluation data is collected and submitted to the CDC Foundation in the format requested by the CDC Foundation for all children served under this project. The final report is submitted.	October 31, 2026	\$9,996.01	1	\$9,996.01	10%
Total:							\$99,960.01	100%

**No funds will be distributed until the school letter(s) of support and staff certifications are received by the CDC Foundation.*