



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

**Requested Board Meeting Date:** December 1, 2015

**or Procurement Director Award** ☐

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**Contractor/Vendor Name (DBA):** Tohono O'odham Nation

**Project Title/Description:**

Theresa Lee Public Health Center Waiting Room Enhancements

**Purpose:**

The Theresa Lee Public Health Center provides a variety of public health services to families, children, and adults in Pima County. The average time these clients spend in the waiting room is 20 minutes. The Pima County Health Department (PCHD) would like to transform this time into an educational and more pleasant experience. To accomplish this, PCHD will purchase books and educational toys for children that can boost emotional, social, physical, and intellectual growth in children of all ages.

In addition, PCHD will purchase flat screen television monitors that display bi-lingual health messages. Parents and other adults will be receiving health messages on topics such as diabetes, wellness, physical activity, and community resources, which will reinforce and enhance the care the patients are receiving from our public health nurses and clinicians. Public safety messages related to seat belts, bike helmets, smoke detectors, and safe streets would be incorporated into the programming as well.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

The goal of this grant is provide an educational and pleasant waiting room experience for children and adults receiving services at the new Theresa Lee Public Health Center clinic.

**Public Benefit:**

This project will lead to

**Metrics Available to Measure Performance:**

The success of this grant will be measured by satisfaction surveys given to clients.

**Retroactive:**

No.

**Original Information**

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16-38  
Effective Date: upon sign Termination Date: 1 year from Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 14,989.26  
Funding Source(s): Gaming revenue sharing from the Tohono O'odham Nation

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: \_\_\_\_\_ 19 Nov 15

Deputy County Administrator Signature/Date: \_\_\_\_\_ 11-20-15

County Administrator Signature/Date: \_\_\_\_\_ C. Duheleau 11/23/15  
(Required for Board Agenda/Addendum Items)

**Grant-in-Aid Agreement  
between  
the Tohono O'odham Nation  
and  
Pima County**

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the date of execution of the grant agreement, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and Pima County, a body politic and corporate of the State of Arizona, for and on behalf of the Pima County Health Department.

**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.** Consistent with Pima County Procedure 22-4, Grants Management, the Board of Supervisors has authority to accept grants.

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 Pima County in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 30, 2015.
- 3. Funding.** The Contribution payment shall be delivered to Pima 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 Pima County fails to accept the grant funding on or before January 1, 2016, this Grant will be deemed to have been terminated by Pima 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 Pima 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 Pima County, no later than July 31, 2016, Pima 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 authorized representative of Pima 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 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

Roberta Tekala  
Chief Administrative Officer  
P.O. Box 837  
Sells, Arizona 85634  
Fax: 520-383-3379

If to Pima County: Marcy Flanagan  
Deputy Director  
3950 S. Country Club Road, Suite 100  
Tucson, Arizona 85714  
Email: [Marcy.flanagan@pima.gov](mailto:Marcy.flanagan@pima.gov)  
Phone: 520-724-7765

Francisco Garcia, MD, MPH  
3950 S. Country Club Road, Suite 100  
Tucson, Arizona 85714  
Email: [Francisco.garcia@pima.gov](mailto:Francisco.garcia@pima.gov)  
Phone: 520-724-7931

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. 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.

**TOHONO O'ODHAM NATION**

**PIMA COUNTY**

\_\_\_\_\_  
Edward D. Manuel, Chairman  
Tohono O'odham Nation

\_\_\_\_\_  
Sharon Bronson, Chair  
Board of Supervisors

Dated \_\_\_\_\_

Dated \_\_\_\_\_

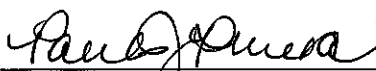
Attest:

\_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form:

Approved as to form,  
Subject to Pima County Addendum:

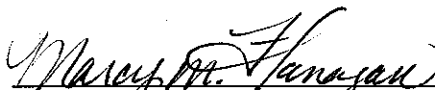
\_\_\_\_\_  
Laura Berglan, Acting Attorney General  
Tohono O'odham Nation

  
\_\_\_\_\_  
Deputy County Attorney

Dated \_\_\_\_\_

Dated 11/12/2015

Reviewed by:

  
\_\_\_\_\_  
Pima County Health Department

## EXHIBIT "A"

### Program

### Contribution

Children and Family Waiting Room  
Upgrade at the Health Center

\$14,989.26

**TOTAL**

\$14,989.26

**EXHIBIT "B"**  
**PIMA COUNTY ADDENDUM**  
**TO**  
**GRANT-IN-AID AGREEMENT BETWEEN**  
**THE TOHONO O'ODHAM NATION**  
**AND**  
**PIMA COUNTY**

The following paragraphs are added to the Provisions of the Grant-in Aid Agreement from the Tohono O'odham Nation for the Children and Family Waiting Room Upgrade at the Health Center:

1. **Cancellation for Conflict of Interest.** This Grant Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
2. **Compliance with Employment Regulations.** The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 §§ U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.