



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 14, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Diaper Bank of Southern Arizona

***Project Title/Description:**

Agreement between Pima County and Diaper Bank of Southern Arizona to distribute State-Shared Revenue Program grant funds awarded by the Tohono O'odham Nation to Diaper Bank of Southern Arizona 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. On November 19, 2019, the Pima County Board of Supervisors executed a Grant-In-Aid Agreement with the Nation, GTAW 20*056, committing to accept and pass-through funds on behalf of 501(c)(3) organizations identified by the Nation. On October 29, 2019, the Nation identified Diaper Bank of Southern Arizona as a grantee, based on their proposal for Diaper Supply, in response to a Request for Proposals released in May 2019.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The \$10,000 award distributed to Diaper Bank of Southern Arizona will be used toward the purchase of diapers as described in their proposal.

***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:**

Diaper Bank of Southern Arizona 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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Contract / Award Information

Document Type: CT Department Code: GMI Contract Number (i.e., 15-123): 20*0184
Effective Date: 1-14-20 Termination Date: 1-13-21 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 10,000.00 ☐ 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.: _____
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 ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective 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 Alicia Montoya 44004
Department: Grants Management and Innovation Telephone: 520-724-5479
Department Director Signature/Date: [Signature] 1/8/2020
Deputy County Administrator Signature/Date: [Signature] 1/9/2020
County Administrator Signature/Date: C. Bullock 1/9/2020
(Required for Board Agenda/Addendum Items)

**MEETING SUMMARY REPORT - THE MINUTES WILL BE POSTED
AT www.pima.gov/cob AFTER APPROVAL BY THE BOARD OF
SUPERVISORS**

**Pima County Board of Supervisors' Meeting
130 W. Congress St., Hearing Room, 1st Fl.
November 19, 2019 9:00 a.m.**

1. ROLL CALL

2. INVOCATION

To be offered by Pastor Ted Soderholm, Catalina Church North.

3. PLEDGE OF ALLEGIANCE

4. PAUSE 4 PAWS

PRESENTATION

- 5.** Presentation of the Small Business Awards for 2019: the Urban Award to Cabling Solutions Group and the Rural Award to Westgate Garden Design, L.L.C.
approve

6. CALL TO THE PUBLIC

CLERK OF THE BOARD

- 8. Petition for Relief of Taxes**
Pursuant to A.R.S. §42-11109(E), Episcopal Church of the Apostles has petitioned the Board of Supervisors for relief of taxes and associated interest/penalty for tax year 2019, for Parcel No. 219-42-016B.
approve
- 9. Petition for Relief of Taxes**
Pursuant to A.R.S. §42-11109(E), Shalom Mennonite Fellowship has petitioned the Board of Supervisors for relief of taxes and associated interest/penalty for tax year 2019, for Parcel Nos. 131-12-0260 and 131-12-028A.
approve

ADDENDUM 1

EXECUTIVE SESSION

1. Pursuant to A.R.S. §38-431.03(A) (3) and (4), for legal advice and direction regarding whether Pima County should seek to participate as amicus curiae in litigation pending in United States District Court regarding federal funding and construction of a border wall between the United States and Mexico.
accept the recommendation

BOARD OF SUPERVISORS

2. **Appointment of Sergeant at Arms**
Appointment of Sgt. Ryan Roher as the Sergeant at Arms effective November 19, 2019. (District 5)
approve
3. **Local Efforts to Achieve the Paris Declaration's Goal of Ending the AIDS Epidemic by 2030**
RESOLUTION NO. 2019 - **87**, of the Board of Supervisors, supporting local efforts to achieve the December 2014 Paris Declaration's goal of ending the AIDS Epidemic by 2030 using an international fast-track program. (District 5)
approve
4. **Naming of Baseball Field in Honor of Jazelle Armenta**
RESOLUTION NO. 2019 - **88**, of the Board of Supervisors, authorizing the naming of baseball field number two in Winston Reynolds Manzanita Park for Jazelle Armenta. (District 5)
approve

CONTRACT AND AWARD

COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION

5. Sahuarita Food Bank formerly The Good Shepherd United Church of Christ, d.b.a. Sahuarita Food Bank, Amendment No. 2, to provide for the Sahuarita Food Bank: Emergency Food for residents of Sahuarita and Unincorporated Pima County and amend contractual language, no cost (CT-CD-20-163)
approve

FACILITIES MANAGEMENT

6. Southern New Hampshire University, Amendment No. 1, to provide for a lease agreement for property located at 97 E. Congress and amend contractual language, contract amount \$575,484.00 revenue (CTN-FM-20-32)
approve

HEALTH

7. The Arizona Partnership for Immunization, Amendment No. 3, to provide for third party billing, extend contract term to 12/1/20 and amend contractual language, contract amount \$525,000.00 revenue (CTN-HD-19-77)
approve

PROCUREMENT

8. M3 Engineering and Technology Corporation, to provide for architectural and engineering design services: Ina Road Fuel Island (XINAFI), Fleet Services - Capital Projects Fund, contract amount \$294,040.00 (CT-FM-20-121) Facilities Management
approve

GRANT APPLICATION/ACCEPTANCE

9. **Acceptance - Community Services, Employment and Training**
Arizona Department of Economic Security (ADES), Amendment No. 13, to provide for the ADES Community Action Agency Emergency Services, \$466,350.96 (GTAM 20-15)
approve
10. **Acceptance - Grants Management and Innovation**
The Tohono O'odham Nation, to provide for a Grant-In-Aid Agreement with Pima County to accept and pass-through 12% of State-Shared Revenue Funds during Fiscal Year 2019-2020, \$237,514.19 (GTAW 20-56)
approve
11. **Acceptance - CSET - Pima Vocational High School**
Arizona Department of Education, to provide for the Comprehensive Support and Improvement Grant, \$83,872.72 (GTAW 20-59)
approve

Rebecca Lee

From: Matt Smith <matts@simginc.com>
Sent: Friday, October 25, 2019 1:37 PM
To: Rebecca Lee
Cc: Christine Reyes
Subject: Tohono O'odham 12% Revenue Grants
Attachments: TO Grant-in-Aid Agreement TEMPLATE (multiple recipients COUNTY).docx

This message and sender come from outside Pima County. If you did not expect this message, proceed with caution. Verify the sender's identity before performing any action, such as clicking on a link or opening an attachment.

Rebecca,

Following up on our conversations regarding 12% contributions from the Tohono O'odham Nation. Below is the list of the approved grants that the Nation will be making to Pima County programs and local non-profit organizations.

In addition, attached is a draft Grant in Aid template for your review. I've also CC'd Christine Reyes who is the Counsel for the Chairman's office and your contact for finalizing the contracts. Christine can be reached at:

Christine Reyes
Executive Counsel
Office of the Chairman and Vice Chairwoman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
(520) 383-2028

Thank you Rebecca, please let us know if you have questions or concerns.
Matt

PIMA COUNTY

Organization	Project	Amount	Grant Contact
Pima County Development Services	2020 Online Census Awareness and Motivation Campaigns	\$50,000.00	Carla L. Blackwell 201 N Stone, Second Floor Tucson, AZ 85701 520-724-9516 carla.blackwell@pima.gov
Southern Arizona Legal Aid	RAMP Coalition	\$60,000.00	Anthony Young 2343 E Broadway Blvd, Ste 200 Tucson, AZ 85719 520-623-9465 ayoung@sazlegalaid.org
Tucson's January 8th Memorial Foundation	Completion Funds for the Memorial	\$50,000.00	Ron Barber Attn: Jane Espinoza, Jewish Community Foundation of Southern Arizona 3718 E River Rd, #118

			Tucson, AZ 85718 520-940-0061 ronbarber6@gmail.com
Arizona Mining Reform Coalition	Pilot Project	\$40,000.00	Roger Featherstone PO Box 43565 Tucson, AZ 85733 520-777-9500 roger@azminingreform.org
Literacy Connects	Infusion Project in Sunnyside Unified School District	\$25,000.00	Betty Stauffer 200 E Yavapai Rd Tucson, AZ 85705 520-882-8006 bstauffer@literacyconnects.org
Diaper Bank of Southern Arizona	Supply Diapers	\$10,000.00	Dan Moxley 1050 S Plumer Ave Tucson, AZ 85719 520-325-1400 director@diaperbank.org
Pima County Superior Court Adult Probation Dept	First-Aid Kits	\$2,514.19	David F. Sanders 2695 E Ajo Way Tucson, AZ 85713 520-724-6351 dsanders@sc.pima.gov

Matt Smith
 SIMG
 520-321-1111
 520-907-1234 Cell

Contract No: CT-GMI-20-184 Amendment No: _____

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

Indian Gaming Revenue Funding Agreement

Between

Pima County and Diaper Bank of Southern Arizona

This Grant-in-Aid Revenue Sharing Funding Agreement ("Agreement") is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Diaper Bank of Southern Arizona ("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 October 29, 2019, the Nation notified County that it had awarded \$10,000.00 of shared-revenue funds ("the Contribution") to the Grantee.
- C. On November 19, 2019, the Pima County Board of Supervisors executed a Grant-In-Aid Agreement with the Nation, GTAW 20*056, committing to pass-through a designated portion of the Contribution to Grantee for diapers ("the Project").
- D. This Agreement authorizes the transfer of the Contribution to Grantee for the Project 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 payment and distribution of the Contribution for the Project. Neither County nor Grantee may change the Project without the express written consent of the Nation.
- 2. Term. The term of this Agreement will begin on the date of the last signature by either the County or the Grantee's authorized representative and will terminate one year from the execution date.
- 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 **\$10,000.00.**
- 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 that 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 Grant 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 and Data Office
32 N. Stone Ave., 3rd Floor
Tucson, Arizona 85701
Phone: (520) 724-6679
Fax: (520) 770-4125
Email: Regina.Kelly@pima.gov

If to Diaper Bank of Southern Arizona:

Dan Moxley
1050 S Plumer Ave
Tucson, AZ 85719
Phone: 520-325-1400
Email: director@diaperbank.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. Insurance. Grantee shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement. If necessary, Grantee may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.
 - 7.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
 - 7.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000 each accident.
 - 7.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
 - 7.4. Professional Liability (Errors and Omissions) Insurance. This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.
 - 7.5. Claim-Made Insurance Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Grantee must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

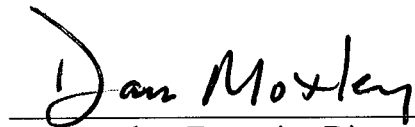
- 7.6. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.
- 7.7. Verification of Coverage. Grantee shall furnish Pima County with certificates of insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.
- 7.7.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 7.7.2. All certificates required by this Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 7.8. Approval and Modifications. The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Grantee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
8. Indemnification. To the extent permitted by law, Grantee will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Grantee, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Agreement and the Project.
9. Compliance with Laws. Grantee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply, but do not require an amendment.
10. Workers' Compensation. Both parties will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and such party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.
11. Nondiscrimination. The Parties:
- 11.1. Will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement.
- 11.2. Will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12. Legal Jurisdiction. Nothing in this Agreement will be construed as either limiting or extending the legal jurisdiction of either Party.
13. No Joint Venture. It is not intended by this Agreement, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between the parties. No party hereto will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including without limitation the other party's obligation to withhold social security and income taxes for itself or any of its employees.
14. 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.
15. 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.
16. 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 and their respective successors and permitted assigns.
17. Non-waiver. The failure of any party to insist, on any one or more instances, upon the full and complete performance of any of the terms and provisions of the Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or in part in the future. The acceptance by any party of sums of less than may be due and owing it at any time will not be construed as accord and satisfaction.
18. Remedies. In compliance with paragraph 5 – Dispute Resolution, any 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.
19. Termination.
 - 19.1. For Cause. Any party hereto may terminate this Agreement for material breach of the Agreement by another party. Prior to any termination under this section, the party allegedly in default will be given written notice by the other party of the nature of the alleged default. The party said to be in default will have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination will not relieve either party from liabilities or costs already incurred under this Agreement.
 - 19.2. Funding Sources; Budget; Non-appropriation. This Agreement and all obligations upon the parties arising therefrom will be subject to any limitation imposed by budget law. The parties affirm that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason any party does not appropriate sufficient monies for the purpose of maintaining this Agreement, this Agreement will be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, the parties hereto will have no further obligation to the other party other than for payment for services rendered prior to cancellation.

20. 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, will 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.
21. Severability. If any provision of this Grant will be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
22. 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.

NAME OF GRANTEE

PIMA COUNTY



Dan Moxley, Executive Director
Diaper Bank of Southern Arizona

Date 12-17-19

Richard Elías, Chairman,
Pima County Board of Supervisors

Date _____

ATTEST:

Clerk of the Board

Approved as to form:

Approved as to content:



Stacey Roseberry, Deputy County Attorney

Date 12/9/19



Regina Kelly, Director,
Grants Management & Innovation

Date 1/8/2020