



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 6, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Repayment of COVID-19 Testing Expenses

***Purpose:**

This IGA serves as a mechanism for the County to accept City of Tucson CARES Act funding for COVID-19 testing primarily for the Udall Center, El Pueblo Center and other mobile testing.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

This IGA seeks to enable both the City of Tucson and Pima County to recoup some of their expenses related to COVID-19 testing and to formalize their collaboration on the testing program. The IGA also designates contacts and responsibilities regarding invoicing and payment.

***Public Benefit:**

COVID-19 testing and quick results are key to controlling the pandemic. Those that test positive need to isolate and their close contacts need to be notified to get tested. The more people that are tested, the more we can control the community spread of the virus. This IGA allows the City of Tucson to financially share that responsibility and the County to recover some of the millions of dollars they are expending on this effort.

***Metrics Available to Measure Performance:**

Metrics will be primarily dollars spent and dollars reimbursed. The County also tracks the number of people tested at each site on each day testing occurs at that site.

***Retroactive:**

Yes. COVID-19 testing began at the Udall Center on August 7, 2020. The City seeks to reimburse testing expenses for Udall and other locations beginning on that date, until funds are expended. If not approved, the County will not be able to recover expenses prior to approval of the IGA.

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To: COB 10-1-2020 (2)
Vers.: 01
pgs.: 6

Contract / Award Information

Document Type: CTN Department Code: HD Contract Number (i.e., 15-123): 21-38
Commencement Date: 08/07/2020 Termination Date: 12/31/2020 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 2,000,000.00

***Funding Source(s) required:** This is a revenue contract for the County. The City of Tucson is receiving federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act which they are sharing with the County.

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? Neither - is revenue for the County from an IGA

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO. <u>CTA-HD-21-038</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement
between
Pima County and the City of Tucson
for
Repayment of COVID-19 Testing Expenses**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson, Arizona ("City" or "Tucson"), pursuant to A.R.S. § 11-952.

Recitals

- A. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. County is authorized by A.R.S. §§ 11-251(5), 11-251(17), and 11-254.04 to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- C. The City of Tucson is authorized by Chapter 7, Section 1(28) of the Tucson City Charter to preserve the health of its citizens and suppress disease.
- D. This Agreement is entered into pursuant to the Governor of Arizona's State of Emergency Proclamation dated March 11, 2020; the Mayor of Tucson's Proclamation of Emergency dated March 17, 2020, and Proclamation of Continuing Emergency dated March 27, 2020; and Pima County Board of Supervisors Resolution No. 2020-08 declaring an emergency, in response to COVID-19, and is directly related to the COVID-19 emergency and is necessary for the preservation of public health and safety.
- E. The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by the 116th U.S. Congress and signed into law by President Donald Trump on March 27, 2020 in response to the economic fallout of the COVID-19 pandemic in the United States. The County and City have obtained CARES Act funding for COVID-19 response costs within Pima County.
- F. The City of Tucson desires to expend \$2 million (\$2,000,000) of its CARES Act funding on COVID-19 testing for members of the public in locations within the City of Tucson, including the City's Udall Park testing center and other testing centers. Some of this \$2 million will be expended directly by the City of Tucson to fund this effort through set-up costs for Udall Park, as well as "blitz" mobile testing services and the ancillary support costs at the Rodeo and Sunnyside sites; the remainder will be allocated to reimburse Pima County on a monthly basis for its testing expenses.
- G. The County and City have already informally collaborated on a testing program that is operating in various locations and testing members of the public as of the date of this Agreement.

NOW, THEREFORE, County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to coordinate the testing of members of the public for COVID-19 and to reimburse County for its portion of the \$2 million City of Tucson CARES Act testing program.
2. **County and City COVID-19 Testing Expenses.** The County and the City continue to incur testing costs for members of the public at City of Tucson testing locations, including Udall Park. The City will pay the County for its testing expenses as part of the City/County program until the total of such funds for both City and County expenses are exhausted.
3. **City Testing Expenses.** City will incur testing costs based on facility set-up costs and other non-budgeted ongoing costs for operating the City/County testing sites. The City Liaison, as established in Section 6, below, will keep records of the City's site-related set-up and ongoing operational costs and provide monthly updates to the County Liaison, as established in Section 5, below. The City Liaison will provide a summation of City-related costs for setting up and operating the program through the month that this Agreement becomes effective to the County ten (10) days after the close of that month, and thereafter on a monthly basis.
4. **County responsibilities.** The County will provide monthly invoicing of its testing costs to the City of Tucson Liaison established in Section 6, below. Testing costs include the County's actual contracted costs for each test for each member of the public.
 - a. **Initial Invoice.** The County's initial invoice after the adoption of this Agreement shall include the County's entire testing costs as requested by the City incurred prior to the effective date of this Agreement, plus all testing costs during the remainder of the month during which this Agreement becomes effective.
5. **Financing.** The City will reimburse the County for all of its monthly testing invoices for any month during which the total of County testing expenses and City testing expenses as of the receipt of the County's monthly bill is less than \$2 million (\$2,000,000.00), within 30 days of receipt of the monthly invoice. The City Liaison will provide such running totals to Pima County upon payment of each invoice. If the total of City and County expenses should exceed \$ 2 million (\$2,000,000.00) upon the receipt of any County invoice, the City will pay its expenses first with the remaining sum and then pay as much of the County's testing expenses as may be paid without exceeding the \$2million (\$2,000,000.00) in total expense.
 - a. County recognizes that it may not receive full payment of its testing expenses during a final monthly billing cycle.

- b. City recognizes that the total expenses for this testing program may exceed \$2 million (\$2,000,000.00) if it incurs site operating expenses during any monthly billing cycle that exceed the remainder of available funding, as determined by the City Liaison.
- 6. **LIAISONS.** Each Party designates a LIAISON for purposes of executing this agreement and resolving any issues that may be posed during its term. The liaisons are responsible for coordinating the City/County testing program, resolving any issues regarding locations and setup, determining the proper location and staging of any ancillary testing locations, and generally ensuring the smooth functioning of this agreement during its term.
 - a. The City Liaison is: Lane Mandle, Public Information Officer
 - b. The County Liaisons are: Dr. Francisco Garcia, Deputy County Administrator, for all medical issues, and Regina Kelly, Director, Pima County Grants Management and Innovation, for all financial issues.
- 7. **Term.** The term of this IGA commenced on August 7, 2020 and will expire on December 31, 2020, per the terms of the CARES Act. Should Congress and the President authorize another coronavirus “relief” package with funding for similar City/County efforts, or that allows CARES Act monies to be expended after December 31, 2020, prior to the expiration of such period, this Agreement may be extended by written amendment of the parties for a term concurrent with any such authorization without returning to the Parties’ governing bodies for such authorization.
- 8. **Termination:** Either party may terminate this Agreement by providing written notice of termination from their respective liaison to the other party’s liaison. A termination notice provided during any month will be sufficient to terminate the agreement upon the conclusion of the following month, followed by payment and exchange of the final monthly invoice, which could take as little as 59 days and as long as 92 days.
- 9. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 10. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- 11. **Insurance.** Each party is aware of the other party’s self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to

satisfy financial responsibility associated with claims, including attorney fees outlined in section 10, above.

12. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
13. **Non-Discrimination.** The parties 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 in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
14. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
16. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
17. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
19. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
20. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the

employees of the other party. Neither party 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.

- 21. No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 22. Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

City:

C.H. Huckelberry
County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Tucson City Manager
255 W. Alameda, 10th floor
Tucson, Arizona 85701

With copies to:

With copies to:

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

Tucson City Clerk
255 W. Alameda, 9th floor
Tucson, Arizona 85701

- 23. Counterparts.** The parties may execute the IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 24. Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

[Signature page to follow]

In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and City has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and City Council and attested to by City Clerk.

PIMA COUNTY:

CITY OF TUCSON

Chairman
Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

CITY OF TUCSON:



Deputy County Attorney

Principal Assistant City Attorney