



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 6, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement for COVID-19 Testing and Vaccination Expenses

***Purpose:**

This IGA originally served 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.

Amendment #2 adds to the IGA a means for Pima County to reimburse the City of Tucson for their expenses in providing COVID-19 vaccines at the Tucson Convention Center and other City-operated vaccination centers.

***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 vaccination and to formalize their collaboration on these initiatives. The IGA also designates contacts and responsibilities regarding invoicing and payment.

***Public Benefit:**

Close coordination and collaboration between the County and the City of Tucson is essential in responding to this pandemic. It is also essential to maximize federal resources according to the terms of relief packages. The focus now is on getting as many of the most vulnerable people vaccinated as quickly as possible. The County is working with many partners to accomplish that. Amendment #2 formalizes the relationship with the City of Tucson in regards to vaccination and provides a mechanism for the County to reimburse the City for their expenses.

COVID-19 testing and quick results continue to be essential 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 also served as a mechanism for the City to reimburse some of County expenses related to COVID-19 testing.

***Metrics Available to Measure Performance:**

Metrics will be primarily dollars spent and dollars reimbursed. The County also tracks the number of people vaccinated and tested at each site.

***Retroactive:**

Yes. This IGA expired December 31, 2020. However, the City of Tucson used it for this Amendment, which was approved by their Council before the County saw the amendment. Therefore, this amendment needs to be retroactive to December 31, 2020. If not approved, a new IGA will need to be approved by the City of Tucson council. However, the new IGA would also need to be retroactive to the first day the Tucson Convention Center provided vaccines.

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Contract / Award Information

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

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 21-360Amendment No.: 02 AMS Version No.: 01Commencement Date: 01/01/2021 New Termination Date: 06/30/2021Prior Contract No. (Synergen/CMS): CTN-HD-21-038☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 10,000,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** Initially expenses will be charged to the Health Special Revenue fund, function code HDCOVID19V. It is anticipated that most of the expenses will be reimbursed by the federal governmentFunding 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 GrantDepartment: Health Telephone: 724-7842Department Director Signature/Date: [Signature] 03/30/21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

[Signature] 31 Mar 21
C. J. [Signature] 3/31/21

**Amendment to Intergovernmental Agreement
between
Pima County and the City of Tucson**

This Amendment to an 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") for COVID-19 Testing Expenses, 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. The City and County have already reached an agreement for repayment of COVID-19 testing expenses, which IGA was approved by the City on October 20, 2020 (City Contract No. 18978, approved by Resolution No. 23255), and by Pima County on October 6, 2020. The IGA was due to expire on December 31, 2020, and was limited to \$2,000,000 in testing expenses, but the City and County added an additional \$2,000,000 through a First Amendment adopted by the City on December 18, 2020, and by Pima County on December 15, 2020. The City and County desire to extend this IGA to cover expenses incurred until and including June 30, 2021 and to add vaccination expenses.
- C. The County and City have already informally collaborated on operating a COVID-19 vaccination clinic at the Tucson Convention Center (the TCC Clinic), and wish to amend the Testing IGA to include the City operation of the TCC Clinic and other City-operated vaccination centers, in addition to the joint testing program that has been operating since August 2020. As of March 14, 2021, the TCC Clinic had already administered approximately 42,000 doses of the Moderna COVID-19 vaccine to members of the Tucson-area community, and to City and County employees.
- D. The County and the City are informally discussing the expansion of City-operated vaccination centers into additional City locations in order to meet President Biden's direction to open vaccination availability to all residents of Pima County on May 1, 2021.
- E. Any City-operated vaccination clinic must be governed and overseen by the County Public Health Department, which obtains vaccine allocations from the State of Arizona and is responsible for administration of its vaccine allocations to residents of Pima County. The Pima County Public Health Department provided the Moderna vaccine doses administered to date at the TCC Clinic.
- F. Pima County desires to reimburse the City for City costs of operating any County-approved COVID-19 vaccination clinics throughout the remainder of City Fiscal Year 2021. This requires assigning a new number, changing the Pima County number for this IGA from CTN-HD-21-038 to CT-HD-21-360.

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:

AMENDMENT TO AGREEMENT (SECTIONS TITLED 1-7, BELOW ARE IN ADDITION TO, AND DO NOT REPLACE, SECTIONS 1-7 OF THE AGREEMENT).

1. **Purpose.** The purpose of this Amendment is to facilitate City/County vaccination of members of the public against COVID-19 and to reimburse City for its expenses for operating vaccination clinics and centers. To facilitate this reimbursement, the Pima County Contract No. for vaccine clinic reimbursement will be CT-HD-21-360.
2. **County and City COVID-19 Vaccination Expenses.** The City continues to incur vaccination costs for members of the public at the TCC Clinic. The County will pay the City for its vaccination expenses as part of the City/County vaccination program.
3. **City Vaccination Expenses.** City will incur vaccination costs based on facility set-up costs, rent, meals, food, and water for vaccination site volunteers and staff, and operation and other non-budgeted ongoing costs for operating the City/County vaccination sites, including the costs of labor for City employees staffing the 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 vaccination 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. **City responsibilities.** The City will provide monthly invoicing of its vaccination-site related costs to the County Liaison established in Section 6, below.
 - a. **Initial Invoice.** The City's initial invoice after the adoption of this Agreement shall include the City's entire vaccination costs as requested by the City incurred prior to the effective date of this Agreement, plus all vaccination costs during the remainder of the month during which this Agreement becomes effective.
5. **Financing.** The County will reimburse the City for its monthly vaccination invoices for any month during which the total of City vaccination expenses is less than \$10,000,000 (ten million dollars), within 30 days of receipt of the monthly invoice. The County Liaison will provide such running totals to City upon payment of each invoice. If the total of City and County expenses should exceed \$ 10,000,000 upon the receipt of any City invoice, the County will pay as much of the County's vaccination expenses as may be paid without exceeding the \$10,000,000 in total expense.
 - a. City recognizes that it may not receive full payment of its vaccination expenses during a final monthly billing cycle.
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 vaccination program, resolving any issues regarding locations

and setup, determining the proper location and staging of any ancillary vaccine clinic locations, and generally ensuring the smooth functioning of this agreement during its term.

- a. The City Liaisons are: Lane Mandle, Chief of Staff, City Manager's Office, and Andrew Squire, 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 Amendment will expire upon completion of any billing and invoicing related to vaccination clinic expenses incurred by the City prior to or including June 30, 2021. 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.

All other provisions of the agreement not specifically changed by this vaccination amendment remain in effect and are binding upon the parties.

AS NOTED ABOVE, SECTIONS 1-7 OF THIS AMENDMENT ARE IN ADDITION TO—AND DO NOT SUPERSEDE—SECTIONS 1-7 OF THE CURRENT IGA, AND ITS FIRST AMENDMENT.

[Signature page to follow]

In Witness Whereof, County has caused this Amendment 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 the 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

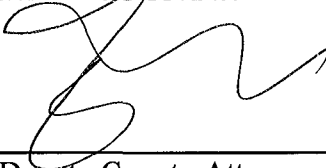
City Clerk

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.

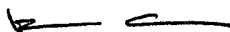
PIMA COUNTY:

CITY OF TUCSON:

 3/30/21

Deputy County Attorney

Principal Assistant City Attorney

REVIEWED BY: 
_____ Appointing Authority or Designee Pima County Health Department