



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 4/4/2023
or Procurement Director Award:

* = Mandatory, information must be provided

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

The Inn of Southern Arizona, Inc.

***Project Title/Description:**

Fiscal Agent Pima County / Emergency Food and Shelter to Families and Individuals encountered by the Department of Homeland Security (DHS)

***Purpose:**

The Inn of Southern Arizona will provide services as a Pima County subrecipient of FEMA Emergency Food and Shelter Program Humanitarian Relief 2023 funds. Services are only for U.S. southern border asylum seekers released by U.S. Department of Homeland Security agencies. Services include provision of food and shelter as well as facilitation of transportation.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Reimbursement of eligible expenditures including The Inn of Southern Arizona staff, food, shelter, and supportive services.

***Public Benefit:**

Safeguard the health and safety of Pima County by humanely and expeditiously facilitating the movement of asylum seekers, from the point of release by federal authorities in the community onward to their final destination.

***Metrics Available to Measure Performance:**

Daily logs of migrants served, daily logs of meals served, and spreadsheets reflecting actual expenses incurred.

***Retroactive:**

Yes. This agreement is retroactive by three days as the term start is 4/1/2023. The EFSP Phase CR23 award letter was received on Friday, 2/24/2023. Therefore, the earliest the agreement could be placed on the Board of Supervisor's meeting agenda is 4/4/2023.

GMII approv's
3/16/23
RW

To COB: 3/17/23
Vers: 1
Pgs: 31 (1)

MAR 17 23 PM 12:47 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: GMI Contract Number (i.e., 15-123): 23*336
Commencement Date: 04/01/2023 Termination Date: 09/30/2023 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 135,148.00 * [] Revenue Amount: \$ _____

*Funding Source(s) required: Emergency Food and Shelter National Board Program (EFSP), pursuant to the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023 (Pub. L. No. 117-180), referencing Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103).

Funding from General Fund? [] Yes [X] No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? [X] Yes [] No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] 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 [] Revenue [] Increase [] Decrease

Amount This Amendment: \$ _____

Is there revenue included? [] Yes [X] No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? [] Yes [X] No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) [X] 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: Melissa Molina

Department: Grants Management & Innovation

Telephone: 520.724.8562

Department Director Signature: [Signature] Date: 3/16/23

Deputy County Administrator Signature: [Signature] Date: 3/16/23

County Administrator Signature: [Signature] Date: 17 Mar 2023

Pima County Department of Grants Management & Innovation (GMI)**Project:** Fiscal Agent Pima County / Emergency Food and Shelter to Families and Individuals encountered by the Department of Homeland Security (DHS)**Subrecipient name and address:** The Inn of Southern Arizona, Inc., PO Box 43332, Tucson, Arizona, 85719**Amount:** \$135,148.00**Contract No.:** CT-GMI-23-336**Amendment No.:** 0

Subrecipient Unique Entity Identifier (UEI):	FQPNXJ3YNV68	SAM expiration date (if applicable):	N/A
Federal Award Identification Number (FAIN)	EMW-2023-FS-00001	Federal award date	01/02/2023
Subaward term/ period of performance start and end date	04/01/2023 - 09/30/2023	Sub-award budget period start and end date	04/01/2023 - 09/30/2023
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$135,148.00
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)			\$135,148.00
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable)			\$135,148.00
Federal award project description (descriptive project title)	Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Pub. L. No. 117-180, referencing Department of Homeland Security Appropriations Act, 2022, Pub. L. No. 117-103		
Funding agency	U.S. Department of Homeland Security (DHS)		
Pass-through entity (primary recipient)	Federal Emergency Management Agency (FEMA)		
Pass-through entity (secondary recipient, if applicable)	Emergency Food and Shelter (EFSP) National Board		
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)	97.024, Emergency Food and Shelter Program (EFSP)		
Is this subaward for research and development?			NO
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	X No Indirect
Required match	NO	Match amount	N/A

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties. This Subrecipient Agreement ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and The Inn of Southern Arizona, Inc. ("Subrecipient"), a non-profit corporation doing business in the State of Arizona.

1.2. Authority. The Emergency Food and Shelter Program (EFSP) National Board was awarded \$75 million in humanitarian relief funding that was made available under the *Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023*, (Pub. L. No. 117-180), referencing *Department of Homeland Security Appropriations Act, 2022*, (Pub. L. No. 117-103), for the purposes of providing shelter and other services to families and individuals encountered by the U.S. Department of Homeland Security (DHS). These funds are solely intended for migrants crossing the Southwest Border and encountered by DHS. County applied for a Humanitarian Advanced Funding Request (HAFR) and received \$3,395,015.87, from the EFSP National Board for Phase CR23, and County's application is incorporated here by reference. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

1.3. Background and Purpose.

1.3.1. Since early 2021, Pima County has seen an increase in the number of asylum seekers released by the U.S. Border Patrol. The significant increases require providing non-congregate settings, such as hotels, to provide services for overflow from Casa Alitas Welcome Center. Because of the surge in asylum seekers released in Pima County, the Pima County Emergency Food and Shelter Program Local Board (Local Board) requested EFSP humanitarian relief funding from the National Board. In addition, the Local Board identified Pima County Grants Management & Innovation (GMI) as the Fiscal Agent for the jurisdiction.

1.3.2. The Board of Supervisors determined that participating in the EFSP Humanitarian Relief Funding Program as a Fiscal Agent for Subrecipient allows the County and Subrecipient to provide services that will keep legally present, homeless, immigrant families off the streets and help them to reach their relatives or sponsors within the United States, which improves community safety, and enhances the general and economic welfare of the inhabitants of the County and the City. County complied with 2 CFR § 200.331 risk assessment requirements in determining that Subrecipient will be receiving Federal program funds under this agreement.

2. Term.

2.1. Initial Term. The term of this Agreement commences on 04/01/2023 and will terminate on 09/30/2023 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

2.2. Extension Options. If allowable under the Federal award period of performance, County

may renew this Agreement for four (4) additional 6-month period(s). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.

3. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this Agreement may only be used in compliance with the EFSP FY23 Humanitarian Relief Funding Guidance (HRFG) and the Uniform Guidance at 2 C.F.R. Part 200.101(a) except for Subpart E, § 200.414 Indirect (F&A) costs which is not applicable per Article XLVII – Indirect Cost Rate, HR23 Applicability, page 56 of EFSP FY23 HRFG. Subrecipient is responsible for being informed of all updates to applicable regulations and Federal funding agency's compliance and reporting guidance.

4. **Scope of Services.** Subrecipient will implement the services described in the attached **Exhibit A** (1 page), at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. Subrecipient will perform its duties in a humane and respectful manner and in accordance with any applicable professional standards and will obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

5. **Key Personnel.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by the personnel policies and practices of Subrecipient. The key personnel for this Subrecipient Agreement is Executive Director Gretchen Lopez.

6. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

7. **No Commission.** Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee or bona fide established agents maintained by the Subrecipient for the purpose of securing business.

8. **Compensation and Payment.**

8.1. **Maximum Payment Amount.** County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed \$135,148.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.

8.1.1. Payment of the full Maximum Allocated Amount is subject to the EFSP funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.

- 8.2. Budget: Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B** (1 page). This budget will remain in effect during an Extension Option period unless Subrecipient, at least 90 days before the end of the then-existing Term, or at the time the County informs Subrecipient that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to the budget, and the reasons for the adjustments.
- 8.3. Cost Restrictions. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. Cost restrictions that must be considered are listed in **Exhibit B**. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 8.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the previous month, even if no funds are being requested for the previous month. Due to County fiscal year-end close, County must receive invoices for June expenses within 15 calendar days after June 30 of any year that falls within the Term. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 30 calendar days after the end of the Agreement term. County may refuse to pay for any period for which Subrecipient does not timely invoice the County. Pursuant to A.R.S. § 11-622, County will deny reimbursement for requests for payment submitted later than six months after the last item of the account accrues.
- 8.5. Content of Invoices.
- 8.5.1. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must have a unique invoice number, reference this Agreement number, be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to ensure proper internal financial controls, and be for costs as identified as allowable in **Exhibit B** of this Agreement and be for expenditures that are allowable per the EFSP FY23 HRFG, and applicable sections of the Uniform Guidance, (2 C.F.R Part 200).
- 8.5.2. Each reimbursement request must be accompanied by documentation which must include, but is not limited to:
- 8.5.2.1. A Financial Status Report and Request for Funds summarizing monthly expenditures by expense categories as shown in the approved budget in Exhibit B of this Agreement. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C** (1 page) upon execution of this Agreement. The Financial Status Report and Request for Funds must be signed by the person who prepared the report and by an authorized representative of Subrecipient.
- 8.5.2.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.

- 8.5.2.3. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify hours worked on the program; total hours worked per pay period; days worked; and hours worked each day.
- 8.5.2.4. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.
- 8.5.2.5. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
- 8.5.2.6. Any other documentation requested by County.
- 8.5.3. The final invoice/request for payment must include a report summarizing Subrecipient's performance during the term of the Agreement.
- 8.5.4. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly. County may, at its sole discretion:
 - 8.5.4.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 8.5.4.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 8.5.4.3. Deny full payment for requests for reimbursement that are submitted to County after the period set forth in Paragraph 8.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 8.5.5. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 8.5.6. No payments will be made to Subrecipient, until all the following conditions are met:
 - 8.5.6.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form to County;
 - 8.5.6.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>
 - 8.5.6.3. Subrecipient has provided adequate and accurate documentation with each request for payment or invoice; and

- 8.5.6.4. This Agreement is fully executed.
- 8.5.7. Changes requiring an Amendment to this agreement include any changes to the Scope of Work, or any changes to the maximum allocated amount. Any change that requires an Amendment to the agreement will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 8.5.8. The Director of Pima County Grants Management & Innovation Department ("GMI") (or the Director's designee) has the sole discretion to approve requests to reallocate funding between budget line items within the approved budget. Subrecipient must submit a written request to the individual listed in Section 23, "Notices," at County for the above changes. The request must be received on or before 06/30/2023 [at least ninety days before Agreement term ends]. The written request must contain a detailed explanation of the reason the change is necessary for achieving the specified purpose, program(s), metrics, or outcomes set forth in this Agreement.
- 8.5.9. Change requests must be submitted and approved prior to incurring costs associated with the proposed changes. If the Director of GMI does not approve the request, charges made in anticipation of approval will not be allowable nor compensated. If the Director of GMI (or designee) approves the request for the budget line-item change, the change will be considered effective on the date set forth in the written approval. Costs incurred prior to the effective date, reflective of the proposed changes, will not be allowable or reimbursable.
- 8.5.10. Any items in budget **Exhibit B** requiring prior funding agency approval must be designated and labeled as such and will only be allowable once written approval from the federal funding agency is received. The GMI Director or designee has the sole discretion to approve these costs once approval from EFSP is received. If the funding agency does not approve expenditures, a budget modification reallocating these costs to another allowable expenditure category must be submitted and approved by the GMI Director or designee. The Director or designee has the sole discretion to approve reallocation of these costs to another, allowable, expenditure category.
- 8.5.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 8.5.7 through 8.5.9 above will be at Subrecipient's own risk.
- 8.5.12. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.
- 8.5.13. Program Income. County does not anticipate that program income, as defined by 2 CFR 200.80, will be generated under the activities of this Agreement. In the event that activities under this Agreement do generate program income, Subrecipient will report program income in its Financial Status Report and Request for Funds for the period in which the income was received and return program income to County within

30 days of the end of the month in which the income was received.

9. Audit Requirements

9.1. Subrecipient will:

- 9.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F and 2 CFR Part 2400.
- 9.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.
- 9.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 9.1.4. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 9.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 9.1.6. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 9.1.7. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 9.1.8. Pay all costs for any audit required or requested pursuant to this Section.

9.2. Subrecipient status:

- 9.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 9.2.2. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and provide County with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.

9.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management & Innovation
130 West Congress Street

10. Monitoring and Evaluation.

10.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:

10.1.1. Using the funding as allowed by the EFSP FY23 HRFG:

<https://www.efsp.unitedway.org/efsp/website/websiteContents/PDFs/Fiscal%20Year%202023%20Humanitarian%20Relief%20Funding%20Guidance.pdf>.

10.1.2. Making adequate and acceptable progress in the provision of services;

10.1.3. Maintaining adequate and acceptable systems to document services and expenditures; and

10.1.4. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

10.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by EFSP. To the greatest extent permissible by law, and in addition to the provisions below in Audit, and Books and Records, County, and any authorized federal, state, or local agency, will at all reasonable times have the right of access to Subrecipient's facilities. Within 60 days of award, Subrecipient must provide the agency core documents set forth in **Exhibit D** (1 page), as applicable, to Pima County GMI. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the activities funded under this Agreement on the community.

10.3. If County finds that Subrecipient's performance is inconsistent with the terms of this Agreement, with Uniform Guidance at 2 C.F.R. Part 200, or with EFSP FY23 HRFG, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended, modified to reduce the NTE amount, or terminated.

11. **Remedies.** Either 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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

12. Books, Records, and Data.

12.1. Subrecipient will keep and maintain proper and complete books, records, and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Subrecipient will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

- 12.2. To the greatest extent permissible by law, County, and any authorized federal, state, or local agency, including, but not limited to, the Arizona Auditor General's Office and EFSP, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.
- 12.3. All data and data work product containing personally identifiable information collected by Subrecipient under this Agreement is confidential. Any personally identifiable information must be collected and used only for the purpose of providing the services and reports described in **Exhibit A**. Subrecipient will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement. Subrecipient will destroy all data and data work product related to this Agreement after the retention period specified in 12.1, unless instructed otherwise by County.
13. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 13.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 13.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent Subrecipients, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 13.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 13.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 13.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose 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 shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

13.2. Additional Coverage Requirements:

13.2.1. Claims Made 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 Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

13.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

13.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

13.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary, and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

13.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).

13.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any required insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.

13.4. Verification of Coverage:

13.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.

13.4.2. County may at any time require Subrecipient to provide a complete copy of any

Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

13.4.4. All insurance certificates must be sent directly to the appropriate County Department.

13.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. 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, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

14. Indemnification. To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense, and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

15. Laws and Regulations.

15.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders.

15.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

15.3. Compliance with Grant Terms and Conditions. The Subrecipient will comply with the Grant Agreement Articles, Financial Terms and Conditions and other Terms and Conditions as set forth in the EFSP FY23 HREFG pages 46 - 61.

- 15.4. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this Agreement. The Subrecipient will comply with all applicable federal law, regulations, executive orders, federal funding agency policies, guidance, procedures, and directives.
- 15.5. Federal Funding Accountability and Transparency Act (FFATA). Subrecipient acknowledges that County is obligated to report on this agreement in the FFATA Subaward Reporting System (FSRS), if the NTE amount is \$30,000 or above and if the County is the direct recipient of the federal funding agency. If Subrecipient received 80 percent or more of gross annual revenues from Federal grants and contracts in the Subrecipient's preceding fiscal year, and \$25,000,000 or more in annual gross revenues from Federal grants and contracts; Subrecipient will report to County the names and total compensation of each of the Subrecipient's five most highly compensated executives for the preceding completed fiscal year
- 15.6. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the Agreement.
- 15.7. Byrd Anti-Lobbying Amendment. Subrecipient certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- 15.8. Debarment and Suspension. (Executive Orders 12549 and 12689)—Subrecipient certifies that they are not listed on the government wide exclusions in the System for Award Management (SAM).
- 15.8.1. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify that none of its contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 15.8.2. The Subrecipient is required to provide their SAM UEI number to Pima County.
- 15.8.3. The Subrecipient is required to notify Pima County within three business days if any Federal agency excludes Subrecipient, its contractor, principal or affiliates under Executive Order 12549 or Executive Order 12689.
- 15.8.4. The Subrecipient must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 15.8.5. This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Subrecipient did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to Pima County, the Federal Government may pursue available remedies, including but not limited to

suspension and/ or debarment.

- 15.9. Mandatory Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Subrecipient must disclose in a timely manner, in writing to the DHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), DHS, and OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the DHS OIG at the following addresses: MAIL STOP 0305, Attention: Office of Integrity & Quality Oversight – Hotline, Murray Lane SW, Washington, DC 20528-0305.
- 15.10. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 15.11. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15.12. Non-Discrimination.
- 15.12.1. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient 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.
- 15.12.2. As a condition of receipt of Federal financial assistance, Subrecipient acknowledges and agrees that it must comply (and require any subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
- 15.12.2.1. Title II 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).
- 15.12.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin (42 U.S.C. 2000(d) et seq.).

15.12.2.3. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, sex, or national origin (42 U.S.C. 2000(e) et seq.).

15.12.2.4. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs in accordance with Article XXIII – Limited English Proficiency (Civil Rights Act of 1964, Title VI) of the EFSP FY23 HRFQ, page 50. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

15.13. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipient is prohibited from obligating or expending loan or grant funds to:

15.13.1. Procure or obtain;

15.13.2. Extend or renew a contract to procure or obtain; or

15.13.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

15.13.4. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

15.13.5. Telecommunications or video surveillance services provided by such entities or using such equipment.

15.13.6. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

16. Independent Contractor. Subrecipient is an independent contractor. Subrecipient and its

Subrecipient's officers, agents, or employees must not be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Administrative Procedures or Merit System. Subrecipient is responsible for paying all federal, state, and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

17. **Subcontractors.** Subrecipient is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
18. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
19. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
20. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
21. **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.
22. **Termination by County.**
 - 22.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
 - 22.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.
 - 22.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and/or available monies for the purpose of maintaining County, Subrecipient, or other public entity obligations under this Agreement. In the event of such termination, County will

have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

22.4. **Suspension:** County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

23. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Regina Kelly, Director
Grants Management & Innovation
130 W Congress St
Mailstop: DT-ADE-127
Tucson, AZ 85701

Subrecipient:

Gretchen Lopez, Executive Director
The Inn of Southern Arizona, Inc.
PO Box 43332
Tucson, AZ 85719

24. **Non-Exclusive Agreement.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

25. **Remedies.** Either 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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

26. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

27. **Public Records.**

27.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

27.2. **Records Marked Confidential, Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret, or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that

period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

28. Legal Arizona Workers Act Compliance.

- 28.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.
- 28.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 28.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 28.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 28 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23- 214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Subrecipient

engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. **Amendment.** The parties may modify, amend, alter, or extend this Agreement only by a written amendment signed by the parties.
32. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

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PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Gretchen Lopez
Authorized Officer Signature

Date

Gretchen Lopez Director

Printed Name and Title

3/9/2023

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Kyle Johnson
Deputy County Attorney

Kyle Johnson

Print DCA Name

3/9/2023

Date

APPROVED AS TO CONTENT

[Signature]
Department Representative

3/16/23

Date

EXHIBIT A (1 page)
Scope of Services

Project Purpose

To manage an operation providing emergency food and shelter to families and individuals encountered by DHS at the southern border. Subrecipient will manage the day-to-day operations on site at the Comfort Suites Airport hotel which includes management of designated programmatic space including 40 hotel rooms.

Project Activities

Subrecipient shall, as defined in the EFSP FY23 HRFG:

1. Provide Administrative Services including staff at Comfort Suites Airport hotel, to coordinate shelter, transportation, security, and other support as needed for all migrants served.
2. Coordinate ordering, delivery and distribution of Primary Services provided by County, including transportation, medical services, food, and shelter at Comfort Suites Airport hotel.
3. Procure and provide Secondary Services such as clothing, shoes, personal hygiene items, and backpacks as needed.

Subrecipient acknowledges that County will oversee procurement of vendors for Primary Services and authorization of all purchases from such vendors.

Reporting and Record Retention

Subrecipient shall:

1. Track migrant data to include:
 - a. Maintaining and submitting the daily shelter log of migrants served at Comfort Suites Airport hotel in **Exhibit E** (1 page).
 - b. Maintaining and submitting a daily log of meals served at Comfort Suites Airport hotel in **Exhibit F** (1 page).
 - c. Maintaining and submitting a daily transportation log in **Exhibit G** (1 page) for emergency travel.
2. Track expenditure data for Subrecipient operations and staffing at Comfort Suites Airport hotel to include:
 - a. Maintaining and submitting the Administration Expenditures – Payroll spreadsheet in **Exhibit H** (1 page) with payroll registers.
 - b. Maintaining and submitting the Primary Expenditures – Direct Costs spreadsheet in **Exhibit I** (1 page) reflecting actual expenses incurred with itemized receipts for goods and services rendered, date, and actual costs and proof of payments for services.
 - c. Maintaining and submitting the Reimbursements Spreadsheet – Transportation Costs for emergency travel in **Exhibit J** (1 page) reflecting actual expenses incurred with itemized receipts for services rendered, date, and actual costs and proof of payment for services.
3. Maintain all records listed in Reporting and Record Retention sections 1. and 2. above and the data requested in **Exhibit K** (2 pages) for a period of five (5) years after final payment is received under this agreement.

END OF EXHIBIT A

EXHIBIT B (1 page)
Compensation and List of Unallowable Costs

1. Compensation

County will reimburse Subrecipient's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices shall be submitted to the County no later than the 15th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report. County reserves the right to audit Subrecipient's financial records as it relates to the performance of duties under this Agreement.

2. Budget Period (04/01/2023 – 09/30/2023 - 6 months)

Staff at Comfort Suites Airport	\$44,136.00
Emergency Travel Fund	\$15,000.00
Supplies and other including insurance	\$76,012.00
TOTAL	\$135,148.00

3. Variance or Reprogramming

Reallocation(s) or budget variance(s) between budget categories must be approved by Pima County Grants Management & Innovation Director per paragraph 8.5.8. of this Agreement.

4. Costs requiring prior approval by the Pima County GMI Director.

- Out of state travel for asylum seekers
- Hotel stays over 30 days for non-COVID positive asylum seekers with no sponsor
- Equipment purchases

5. Unallowable Costs:

- Alcoholic beverages
- Entertainment
- Fines, penalties, damages, and other settlements
- Pre-award costs
- Lobbying activities
- Indirect costs
- Hotel stays over 30 days for non-COVID positive asylum seekers with no sponsor without prior approval

END OF EXHIBIT B

EXHIBIT C (1 page)

PIMA COUNTY INVOICE REQUEST
 Grants Management and Innovation-FEMA EFSP Supplemental - Asylum Seekers

Invoice For The Month Of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF:	AGENCY INVOICE INFORMATION:
Grants Management & Innovation Attn: Maggie Crowdes 110 W Congress 4th Floor Tucson, AZ 85701 GMI@pima.gov	The Inn of Southern Arizona Attn: Gretchen Lopez, Director PO Box 43332 Tucson, Az 85719

FEDERAL FUNDING INFORMATION: FY22 Humanitarian Relief	PLEASE MAKE SURE YOU ENTER AN INVOICE DATE IN SPACE L10 (date Invoice is prepared, not month being billed)
INVOICE# _____ CFDA# 97.024	

APPROVED BUDGET & BILLING DETAILS (07/01/22 - 12/31/22)

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Jan-22 Billed Amt	Feb-22 Billed Amt	Mar-22 Billed Amt	Apr-22 Billed Amt	May-22 Billed Amt	Jun-22 Billed Amt	Jul-22 Billed Amt	Aug-22 Billed Amt	Sep-22 Billed Amt	Oct-22 Billed Amt	Nov-22 Billed Amt	Dec-22 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Total Budget	490,675.00														
Sales Tax															
TOTAL CONTRACT BILLING	490,675.00														

REPORT ON THE AMOUNTS SPENT BY YOUR AGENCY:													
SERVICE	Jan-22 AMT	Feb-22 AMT	Mar-22 AMT	Apr-22 AMT	May-22 AMT	Jun-22 AMT	Jul-22 AMT	Aug-22 AMT	Sep-22 AMT	Oct-22 AMT	Nov-22 AMT	Dec-22 AMT	YTD
1. Administrative Services (Personnel)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2. Secondary Services (Supplies)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (if no number, enter N/A)	Vendor Name	Description (describe items purchased, if not identified on Invoice/Receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Article Invoice Amount	Amount of supplies purchased (document proof of payment receipts) must be submitted
TOTAL						0.00	0.00		

By signing this report, I certify that to the best of my knowledge (1) the information reported represents actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign _____ Date _____ Contact Phone Num/Ext _____ Agency Authorized Approver Signature - please print & sign _____

Date bill rec'd/initials _____ Date rmd for corrections/initials _____ FOR PIMA COUNTY USE ONLY _____ Date rec'd & submitted for payment/initials _____

END OF EXHIBIT C

EXHIBIT D (1 Page)
Subrecipient Core Documents

All Subrecipients are required to submit the following agency core documents to County within 60 days of approval of this Agreement. Core documents may be submitted via email to GMIAgreements@pima.gov or via Surface Mail to Grants Management & Innovation, Grants Admin Compliance Division, 130 W. Congress, DT-ADE-127, Tucson, Arizona 85701:

- 1) Audited Financial Statement(s) (most current).
- 2) Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
 - a) Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- 3) Organizational Charts.
- 4) Chart of Accounts with Cost Centers.
- 5) Internal Control Procedure(s) such as:
 - a) Procurement/Purchasing Policy(ies)
 - b) Procedure for budgeting grants
 - c) Personnel Policies
 - d) Drug-free Workplace Policy
 - e) Code of Conduct
 - f) Conflict of Interest
 - g) Whistle Blower Protection
 - h) Employee Travel
- 6) The following administrative and/or financial management procedures for administering federal grants such as:
 - a) Cost Allocation Plan
 - b) Cash Management Procedure(s)
 - c) Methodology for reporting accrued expenditures for Pima County contracts
 - d) Financial Management Systems
 - e) Determination of Allowable costs
 - f) Financial Reporting
 - g) Records Retention
- 7) Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
- 8) Indirect Cost Rate (most current issued by your agency). Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:
 - a) An approved federal recognized indirect cost rate negotiated between the Federal Government;
or
 - b) If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

END OF EXHIBIT D

EXHIBIT E (1 page)

Emergency Food and Shelter Program

FY 2023 Humanitarian Relief Funding

DAILY SHELTER LOG

Jurisdiction ID (6 digits) and Name	
LRO ID (9 digits) and Name	
LRO Street Address, City, State, Zip	

Date (MM/DD/YY)	Number of Migrants Served
Total Number Served	-
Total Number of Unduplicated Migrants Served	

Daily shelter log must show a daily count. Sample daily logs and guidance are available on EFSP website under the Humanitarian Funding Info tab. Spreadsheets and daily logs must be submitted electronically on EFSP website. Spreadsheets and daily logs alone are not sufficient. Copies of supporting documentation (proof of payment or receipts/invoices) of eligible expenditures must be submitted.

END OF EXHIBIT E

EXHIBIT G (1 page)

Emergency Food and Shelter Program

FY 2023 Humanitarian Relief Funding

DAILY TRANSPORTATION LOG

Jurisdiction ID (6 digits) and Name	
LRO ID (9 digits) and Name	
LRO Street Address, City, State, Zip	

Date (MM/DD/YY)	Number of Migrants Served
Total Number of Migrants Served	-
Total Number of Unduplicated Migrants Served	

Daily log must show a daily count. Sample daily logs and guidance are available on EFSP website at Supplemental Funding Information. Spreadsheets and daily logs must be submitted electronically on EFSP website. Spreadsheets and daily logs alone are not sufficient. Copies of supporting documentation (proof of payment or receipts/invoices) of eligible expenditures must be submitted.

END OF EXHIBIT G

EXHIBIT H (1 page)

**Emergency Food and Shelter Program
FY 2023 Humanitarian Relief Funding**

Jurisdiction ID and Name	
LRO ID and Name	
LRO Address City/State/Zip	

Spreadsheets and daily logs must be submitted electronically on EFSP website. Spreadsheets alone are not sufficient. Payroll Registers must be provided. If required, copies of supporting documentation (proof of payment or receipts) of eligible expenditures must also be submitted. Documentation may also be sent electronically in the application process, if volume is not too large.

ADMINISTRATION EXPENDITURES - PAYROLL

Employee Name	Payroll Date (MM/DD/YY)	Percentage	Payroll Amount	EFSP Portion of Payroll Amount
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Total	0.00

END OF EXHIBIT H

EXHIBIT I (1 page)

**Emergency Food and Shelter Program
FY 2023 Humanitarian Relief Funding**

Jurisdiction ID and Name	
LRO ID and Name	
LRO Address City/State/Zip	

Spreadsheets and daily logs must be submitted electronically on EFSP website. Spreadsheets alone are not sufficient. Copies of supporting documentation (proof of payment or receipts) of eligible expenditures must be submitted. Documentation may also be sent electronically in the application process, if volume is not too large.

PRIMARY EXPENDITURES - DIRECT COSTS (GOVERNMENT ORGANIZATIONS AND FOOD BANKS)

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe items purchased, if not identified on invoice/receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
							Total	-

END OF EXHIBIT I

**Emergency Food and Shelter Program
FY 2023 Humanitarian Relief Funding**

Jurisdiction ID and Name	
LRO ID and Name	
LRO Address City/State/Zip	

Spreadsheets and daily logs must be submitted electronically on EFSP website. Spreadsheets alone are not sufficient. Copies of supporting documentation (proof of payment or receipts) of eligible expenditures must be submitted. Documentation may also be sent electronically in the application process, if volume is not too large.

REIMBURSEMENTS SPREADSHEET - TRANSPORTATION COSTS

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (if no number, enter N/A)	Vendor Name	Description (describe items purchased, if not identified on invoice/receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
Total								0.00

END OF EXHIBIT J

EXHIBIT K (2 pages)
DATA

The Inn of Southern Arizona, as the Subrecipient for managing operation at Comfort Suites Airport hotel, under federal emergency food and shelter funding, will submit data to County to support the oversight, and coordination of services for individuals and families seeking asylum in Pima County.

Management and Reporting

1. The County and Subrecipient agree to coordinate on all population data associated with the emergency food and shelter programming for individuals and families seeking asylum in Pima County. Data is expected to be reported **daily** to the County, for purposes of shared coordination, partnership, and planning around the care of this population.
2. On a **monthly** basis, Subrecipient will send the County monthly logs of all population data from the month prior. Subrecipient will submit monthly logs within ten (10) days following the end of each month.
3. Daily and Monthly reporting will be sent to the County via secure email from Subrecipient.
4. Ad-hoc Reporting: The County and Subrecipient may agree to additional reporting on an ad-hoc basis, based on data requests to either, or both, entities.
5. County reserves the right to audit any process or data resulting from provision of services pursuant to this Agreement and to request data compilation as the County determines necessary
6. The parties will abide by the confidentiality and security provisions for this data. The County further agrees that access to protected information will be restricted to County authorized individuals directly involved with the coordination of these programmatic services. The County will limit all outside reporting of this data to aggregated, population data, and will not distribute any data containing Personally Identifiable Information (PII) or Personal Health Information (PHI).
7. Reporting Elements: Daily and Monthly
 - a. Daily reporting will include the following information for all individuals enrolled in emergency food and shelter programming with The Inn:
 - i. Sheltering Data (non-congregate sheltering)
 1. Party Full Name
 2. Number of People in Party
 3. Party Arrival Date
 4. Party Departure Date
 5. Party Day Shelter Location
 6. Party Night Shelter Location
 7. Party Night Shelter Room Number
 8. Country of Origin
 - ii. Travel & Departure Data (Emergency Travel)
 1. Party Full Name
 2. Number of People in Party
 3. Party Departure Date

- b. Monthly reports will be an aggregate of the daily reporting elements, and audited for accuracy by Subrecipient, and modify any roster inconsistencies logged in daily reporting. The monthly reports will be used to assure accuracy for ongoing programmatic reporting and federally required reporting.

END OF EXHIBIT K