



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 01/09/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Jot Redroof Properties, LLC.
Jot Comfort Properties, LLC.

***Project Title/Description:**

Hotel Shelter Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-030, Amendment No. 11. This extends the termination date to 06/18/2024, adds \$2,750,000.00 for a shared cumulative not-to-exceed contract amount of \$19,418,236.00 and replaces Exhibit A-1: Scope of Services and Exhibit B-1: Compensation/Rates to implement exclusive use of Comfort Suites and as needed use of Red Roof Inn.
Administering Department: Health.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, on 08/19/2021, the Chair of the Board of Supervisors approved an award of contract for an initial term of four (4) months with an award amount of \$2,008,000.00 with four (4) six-month renewal options. The Board of Supervisors ratified this contract on 09/07/2021.

On 12/21/2021, the Board of Supervisors approved Amendment No. 01, which extended the termination date to 06/18/2022, and added \$2,800,000.00 for a cumulative not-to-exceed contract amount of \$4,808,000.00, and added additional hotel shelter services for individuals experiencing, or at risk of experiencing homelessness due to evictions. Three (3) six-month renewal options remained.

On 01/21/2022, the Procurement Director approved Amendment No. 02, which added a second hotel, Comfort Suites, and decreased the daily room rate from \$130 to \$104 for all rooms on this contract.

On 05/17/2022, the Board of Supervisors approved Amendment No. 03, which extended the termination date to 12/18/2022, and added \$2,800,000.00 for a cumulative not-to-exceed contract amount of \$7,608,000.00. Two (2) six-month renewal options remained.

On 10/18/2022, the Board of Supervisors approved Amendment No. 04, which extended the termination date to 06/18/2023, and added \$3,050,112.00 for a cumulative not-to-exceed contract amount of \$10,658,112.00. One (1) six-month renewal option remained.

On 10/13/2022, the Procurement Director approved Amendment No. 05, which added Attachment No. 01, Guidance for Cleaning and Disinfection for Non-Healthcare Settings (10 pages) as section 2.6 in Exhibit A and changed Contractor address in section 17. Notice.

On 12/21/2022, the Procurement Director approved Amendment No. 06, which changed the Contractor's name from Jot Properties, LLC. to Jot Redroof Properties, LLC. and Jot Comfort Properties, LLC. and updated section 17. Notice.

On 03/07/2023, the Board of Supervisors approved Amendment No. 07, which added a one-time increase in the shared amount of \$2,200,000.00 for a cumulative not-to-exceed contract amount of \$12,858,112.00.

On 05/19/2023, the Procurement Director approved Amendment No. 08, which modified Exhibit A-1 Scope of Services, Section 2.2.3., and Attachment No. 1-A Guidance for Cleaning and Disinfection for Non-Healthcare Settings (10 Pages).

On 06/06/2023, the Board of Supervisors approved Amendment No. 09, which extended the termination date to 12/18/2023, and added \$2,623,525.87 for a shared cumulative not-to-exceed amount of \$15,481,637.87.

On 09/19/2023, the Board of Supervisors approved Amendment No. 10, which added \$1,186,598.13 for a shared cumulative not-to-exceed contract amount of \$16,668,236.00.

This amendment is needed to provide shelter services to vulnerable asylum seekers during respiratory season.

PRCUID: 424000
Attachment: Contract Amendment No. 11.

TO: COB 12/22/23(1)
VERB: 14
PGS: 6

***Program Goals/Predicted Outcomes:**

Provide safe isolation for asylum seekers with infectious diseases, including medical care needed during quarantine and isolation in preparation for onward travel.

***Public Benefit:**

Mitigation of infectious diseases in Pima County.

***Metrics Available to Measure Performance:**

Daily count of persons provided nights of shelter, spreadsheet reflecting expenses incurred, receipts from vendor reflecting nights of shelter provided, date and costs, and proof of payment to vendor for nights of shelter provided.

***Retroactive:**

Yes. The final funding source for this contract was not finalized in time to have this amendment considered at a meeting prior to the contract's expiration date.

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: _____ 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: MA Department Code: PO Contract Number (i.e., 15-123): 22-030

Amendment No.: 11 AMS Version No.: 14

Commencement Date: 12/19/23 New Termination Date: 06/18/24

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 2,750,000.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Immigrant Emergency Care and Testing Grant

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: Procurement Officer: Kelsey Braun-Shirley Division Manager: Ana Wilber

Department: Procurement Director: Terri Spencer Telephone: (520) 724-7466

Department Director Signature: Kimberly Vanpelt Date:
Deputy County Administrator Signature: Date: 21 Dec 2023
County Administrator Signature: Date: 12/22/2023

Pima County Department of Procurement

Project: Hotel Shelter Services

**Contractor: Jot Redroof Properties, LLC.
Jot Comfort Properties, LLC.**

Contract No.: MA-PO-22-030

Contract Amendment No.: 11

Orig. Contract Term: 08/19/2021 - 12/18/2021	Orig. Amount:	\$ 2,008,000.00
Termination Date Prior Amendment: 12/18/2023	Prior Amendments Amount:	\$14,660,236.00
Termination Date This Amendment: 06/18/2024	This Amendment Amount:	\$ 2,750,000.00
	Revised Total Amount:	\$19,418,236.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On August 19, 2021, County and Contractor entered into the above referenced agreement to provide hotel shelter services for COVID-19 positive asylum seekers at Red Roof Inn. The contract scope was subsequently changed to shelter additional guests at Comfort Suites.

1.2. Purpose. County requires continued hotel shelter services for asylum seekers requiring medical care and/or isolation at Comfort Suites. This amendment is to revise the rental terms of rooms at Red Roof Inn to be on an as-needed basis and adds the required funding to support the expenses associated with the contract term.

2. Term. The parties agree to extend the contract term for six (6) additional months commencing on December 19, 2023 and terminating on June 18, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 4.2, is increased by \$2,750,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$19,418,236.00.

4. Scope of Services. The parties have agreed to replace Exhibit A-1: Scope of Services in its entirety with **Exhibit A-2: Scope of Services** (3 pages).

5. Compensation and Payment. The parties have agreed to replace Exhibit B-1 Compensation/Rates in its entirety with **Exhibit B-2: Compensation/Rates** (1 page).

6. **Termination.** The parties have agreed to revise paragraph 16.1 as follows:

“16.1 Without Cause. County may terminate this Contract at any time, without cause, by notifying Contractor, in writing, at least 15 days before the effective date of the termination. In the event of such termination, County’s only obligation to Contractor will be payment for services rendered prior to the date of termination.”

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

This contract template has been approved as to form by the Pima County Attorney’s Office.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

BALLSODER RIAT

Printed Name and Title

12-13-23

Date

ATTEST

Clerk of the Board

Date

Exhibit A-2: Scope of Services (3 pages)

- A. Contractor must be an Arizona limited liability company doing business as a Hotel Property Lessor.
- B. Contractor must maintain appropriately licensed hotel facilities with all current registrations and permits necessary for operation in Pima County, Arizona.
- C. Contractor has a hotel, Red Roof Inn Tucson South (118 rooms) located at 3704 E. Irvington Road, Tucson, Arizona 85714, and a second hotel, Comfort Suites Airport (82 rooms) located at 6935 S Tucson Blvd., Tucson, Arizona 85756.

1. General Specifications:

- 1.1. Contractor will lease to County the Comfort Inn Suites – Airport hotel facility exclusively and rooms at the Red Roof Inn hotel facility on an “as needed” basis. County will issue Delivery Orders (DOs) for each hotel facility, as needed. During the DO period the Comfort Inn Suites facility will be fully dedicated (82 rooms) to the housing of individuals identified by the Pima County Health Department, which may include: (a) asylum seekers who require isolation or quarantine due to communicable illness, (b) asylum seekers who have medical conditions that require shelter due to their condition, and (c) vulnerable asylum seekers who require shelter to avert medical complications during respiratory season. Contractor will not rent lodgings at Comfort Inn Suites to any other customer including the public during this period. Rooms at the Red Roof Inn will be rented on an as needed basis and are not reserved for the County. Requests for same day or next day room accommodations at Red Roof Inn, will be communicated by PCHD staff on an as needed basis by 4:00pm MST.
- 1.2. Pricing will be based on a room-block that consists of the entire Comfort Inn Suites hotel building being leased to Pima County for the period specified in the DO. Rooms at the Red Roof Inn are priced the same but not guaranteed to be available to the County.
- 1.3. Contractor will designate a Lodging Manager who will be the primary liaison to the Pima County Health Department and their respective contracted medical or agency partners.
- 1.4. As applicable and at no additional cost to County, Contractor agrees to perform and comply with all requirements of contracts which are funded by Federal grants, which are listed in **Exhibit C: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (2 pages) and **Exhibit D: Special Provisions U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Fund Procurement Contracts** (2 pages).
- 1.5. As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, County will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). For the purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. Service Specifications:

Contract No.: MA-PO-22-030

- 2.1. Current Centers for Disease Control and Prevention (CDC) COVID-19 and other infectious diseases restrictions/mitigation recommendations must be followed at all times in performance of duties pursuant to this contract.
 - 2.1.1. It is recommended that staff be up to date on vaccinations for prevention of vaccine preventable diseases.
 - 2.1.2. Use of Personal Protective Equipment (PPE) is required;
 - 2.1.3. Trained in PPE donning and doffing;
 - 2.1.4. Adherence to infection control procedures.
- 2.2. Contractor will provide the following services for lodgers during this contract period:
 - 2.2.1. Lodging consistent with facility operations prior to this contract without material changes to the structure, furnishings, types and quantity of linens and towels, or convenience items;
 - 2.2.2. Housekeeping service including laundry service for contractor-owned towels (on-demand) and linens (weekly) for occupied rooms, trash removal, and amenity replenishment; delivery of towels/linens to placed outside door; bag/container supplied to rooms for used towels/linens to be placed outside door for pickup;
 - 2.2.3. Thorough deep cleaning of rooms for guests including full linen and towel change, shall occur between occupancies at both hotel facilities (Comfort Suites and Red Roof Inn). Turnaround shall occur within 3 hours provided that checkout times are between 11 AM – 5 PM, otherwise rooms will be available at 11 AM the following day for Comfort Suites.
 - 2.2.4. Access to guest laundry facilities (if available).
 - 2.2.5. No-cost amenities as provided to lodgers prior to this contract (e.g. local phone calls, cable television, etc.);
 - 2.2.6. Security and on-site staffing consistent with service provided prior to this contract.
 - 2.2.6.1. Contractor must have person(s) on site to serve as security for their property. County requests that this person(s):
 - 2.2.6.1.1 Has a skill set that is commensurate to that of a security guard. Soft skills include written and verbal communication, the ability to follow complex instructions, interpersonal skills, knowledge of basic security procedures (for example surveillance skills, safety management, reporting skills and patrolling). Person must be able to apply good judgment, be objective and dependable, and exhibit emotional control.
 - 2.2.6.1.2 Person will be unarmed. If a situation arises that exceeds the ability of the security person, they will contact 9-1-1 for assistance.
 - 2.2.6.1.3 Person will work with other security officers on site serving on behalf of other interests amicably and professionally. There may be situations where security officers will have to work together to mitigate an issue. If there is an issue that requires management oversight, the security officer will contact Contractor immediately.
 - 2.2.6.1.4 In addition to serving the interests of the Contractor, Person will report any issues on the grounds as they relate to safety. If the situation cannot be mitigated with on-site management, they will contact Contractor. If the issue requires law enforcement, they will contact 9-1-1.

2.2.6.1.5 Person will not be allowed access to rooms assigned without express consent of on-site management.

2.2.6.1.6 If a complaint is filed whether verbally or written, Contractor will be required to report to County result of investigation and any discipline action measures taken and County must agree on outcome. County reserves the right to immediately remove person for illegal or egregious behavior and Contractor will be responsible to replace.

2.3. To facilitate on-site medical or clinical monitoring and care, contractor will provide up to two rooms which may be used for the following things:

2.3.1. Secure room (meeting space preferred) for medical team command post and storage; and

2.3.2. Secure room (meeting space preferred) for sponsor agency command post and storage;

2.4. Contractor will facilitate to the extent practicable County-authorized support for lodgers to include:

2.4.1. Coordination of health care;

2.4.2. Support from volunteers and contracted agencies;

2.4.3. Cooperation with local, state, and federal officials as required for the best treatment of the lodgers.

2.5. Contractor may, as a result of the special nature of this population, require additional solid waste/trash service, and will coordinate such expansion of service with their existing provider.

3. Business Process:

3.1 Contractor shall submit an invoice document in accordance with the requirements of this contract, which is clearly labeled as "invoice". All invoices must contain the invoice number and DO number. Invoicing may occur no more frequently than on a bi-weekly basis.

END OF EXHIBIT A-2

Exhibit B-2: Compensation/Rates (1 page)

Guest Room Rate: \$104.00 per room per night. All inclusive of all terms in the contract including large meeting space room rental and breakfast room space rental.

Guest Laundry Services for Comfort Suites: 1 washer and 1 dryer, coin operated.

Guest Laundry Services for RRI: 1 washer and 1 dryer, no coins required. Use of Facility room is free.

All incidental charges, including physical damage to the Premises, including room interiors, caused by or arising out of the actions or omissions of the room occupant(s) must be identified and charged to the room occupant.

END OF EXHIBIT B-2