



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/03/2023

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

City of Tucson

*Project Title/Description:

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

*Purpose:

This amendment extends, by three months, the current agreement between Pima County, as the recipient of FEMA Emergency Food and Shelter Program Humanitarian Relief 2023 funds, and the City of Tucson (CoT), as Pima County's sub-recipient. This amendment also increases CoT's awarded budget by \$4,177,000.00 to accommodate eligible costs serving non-citizen migrants released into Pima County during the updated project period. COT's original project period under the FEMA Emergency Food and Shelter Program Humanitarian Relief 2023 funds was 04/01/2023 - 09/30/2023. This amendment extends the end date to 12/31/2023. This amendment will assure that services are provided through December 31, 2023. Services are only for U.S. southern border asylum seekers released by U.S. Department of Homeland Security agencies. Services include: Sun Tran bus service from shelter sites to Tucson International Airport; as needed overflow hotel shelter(s); and as needed overflow shelter staff, and hotel staffing and on site security.

*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 Sun Tran bus transportation and as needed staff and hotel shelter to asylum seekers. Provide Administrative services of staff as needed at Subrecipient's contracted hotels.

*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:

Maintain a spreadsheet reflecting actual expenses incurred as set forth in Exhibit C with itemized receipts from vendors reflecting goods and services rendered, date, actual costs, and proof of payments by Subrecipient to the contracted vendors for goods and services rendered. On a monthly basis, Subrecipient must submit the spreadsheet with proof of payment by Subrecipient such as canceled checks and credit card statements and itemized receipts substantiating the goods and services provided by Subrecipient's contractors. For reimbursement, subrecipient will provide a summary list reporting Alien Registration Numbers (A-Numbers) or evidence of DHS processing. A-Numbers must match names, corresponding DHS release dates of the served population, and corresponding service dates of the served population.

*Retroactive:

Yes. Initial term end was 9/30/2023, this agreement is retroactive by three days as the term start is 10/1/2023. The earliest the agreement could be placed on the Board of Supervisor's meeting agenda is 10/03/23. If not approved, Pima County will not be able to provide services to asylum seekers as they arrive in Pima County.

Handwritten notes: TO: COB 9-19-23 (1), vers: 5, PGS: 5, bmf approved (red circle) 9/15/23

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: CT Department Code: GMI Contract Number (i.e., 15-123): 23*335

Amendment No.: 1 AMS Version No.: 5

Commencement Date: 10/01/2023 New Termination Date: 12/31/2023

Prior Contract No. (Synergen/CMS): n/a

Expense Revenue Increase Decrease

Amount This Amendment: \$ 4,177,000.00

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

*Funding Source(s) required: FEMA/ Emergency Food and Shelter to Families and Individuals encountered by the Department of Homeland Security (DHS)

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: Julio Jimenez

Department: Grants Management & Innovation

Telephone: 5207248562

Department Director Signature: [Signature] Date: 9/15/23

Deputy County Administrator Signature: [Signature] Date: 9-15-2023

County Administrator Signature: [Signature] Date: 9-15-2023

Pima County Department of Grants Management & Innovation

Project: City of Tucson / Pima County Emergency Food and Shelter to Families and Individuals encountered by the Department of Homeland Security (DHS)

Subrecipient name and address: City of Tucson 255 W Alameda St, Tucson, Arizona, 85701

Amount: \$5,000,000.00

Contract No.: CT-GMI-23-335

Amendment No.: 1

Subrecipient Unique Entity Identifier (UEI):	X487LACQEQN6	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	04/01/2023-12/31/2023	Subaward budget period start and end date	04/01/2023-12/31/2023
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this amendment)			\$ 4,177,000.00
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of original agreement, plus any prior amendments, including this amendment)			\$5,000,000.00
Total amount of the federal award committed to the subrecipient by the pass-through entity (amount of original agreement, plus any prior amendments, plus any match, plus any future budget periods, if applicable)			\$5,000,000.00
Federal award project description (descriptive project title)	Appropriations Act, 2023, Section 211 (Pub. L. No. 117-328)		
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 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?			Yes <input type="checkbox"/> No x
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	<input type="checkbox"/> YES x NO	Match amount N/A	\$0

SUBAWARD AMENDMENT

1. BACKGROUND AND PURPOSE.

1.1. Background. On April 1, 2023, County and Subrecipient (collectively "Parties") entered into

the above referenced agreement to provide emergency food and shelter to asylum seekers when they are released from U.S. Border Patrol custody. Services will include facilitation of transportation and travel supplies.

- 1.2. Purpose. County received additional funding under this award to extend the period of performance through December 31, 2023. This amendment extends the term of the original agreement and adds additional funds to assure the ability to continue the provision of services through the complete period of performance.
2. **TERM.** The County is exercising the option to extend the agreement to the federal performance period termination date of 12/31/2023.
3. **COMPENSATION AND PAYMENT.**
 - 3.1. Maximum Payment Amount. The maximum amount the County will spend under this Agreement, as set forth in Section 8.1 of the original agreement, is increased by \$4,177,000.00. County's total payments to Subrecipient under this agreement, including any sales taxes, will not exceed \$5,000,000.00.
 - 3.2. Budget; Adjustment. The budget in Exhibit B is replaced in its entirety with the attached **Exhibit B –Compensation and List of Unallowable Costs** (2 pages). This budget will remain in effect throughout the term unless otherwise adjusted and formally agreed to.

All other provisions of the Agreement not expressly modified in this Amendment will remain in effect and be binding on the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title


Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

9/11/2023

Date

APPROVED AS TO CONTENT



Department Head

9/15/23

Date

Exhibit B (2 Pages)

**Compensation and List of Unallowable Costs
BUDGET PERIOD (04/01/2023 – 12/31/2023 – 9 months)**

1. COMPENSATION

2. 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.

2.1. Total amount for this Budget Period is **\$5,000,000.00**, as broken out below:

COT Staff, on as needed basis	\$ 150,000.00
Overflow Hotel Nights, on as needed basis	\$4,300,000.00
Sun Tran	\$ 550,000.00
TOTAL	\$5,000,000.00

VARIANCE OR REPROGRAMMING

3. 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.

- 4.1. Out of state travel for asylum seekers
- 4.2. Hotel stays over 30 days for non-COVID positive asylum seekers with no sponsor
- 4.3. 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