



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 7/5/2022
or Procurement Director Award: ☐

* = Mandatory, information must be provided

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

The Inn of Southern Arizona

***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 will provide services as a Pima County subrecipient of federal award funds (FEMA Emergency Food and Shelter Humanitarian Funds). Services are only for those U.S. southern border asylum seekers released by U.S. Department of Homeland Security agencies. Services include provision of food and shelter at Comfort Suites Airport hotel as well as facilitation of transportation and travel supplies.

***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 and shelter at Comfort Suites Airport hotel.

***Public Benefit:**

These services keep U.S. southern border asylum-seekers released in Pima County by U.S. Department of Homeland Security agencies off the streets, thereby ensuring their safety and the safety of the community. These services also provide a humane and efficient process to help asylum-seekers reach their sponsor families in other parts of the U.S. as quickly as possible.

***Metrics Available to Measure Performance:**

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

***Retroactive:**

Yes, the funding covers eligible expenses incurred June 15, 2022 – December 31, 2022. Agreement was in negotiations throughout June 2022.

6 MIE approved
6/21/22
(RW)

TO: COB 6-22-22(1)
Vers: 1
Pgs: 19

JUN22 22AM0911 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): 22*428
 Commencement Date: 6/15/2022 Termination Date: 12/31/2022 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 490,675.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Emergency Food and Shelter National Board Program (EFSP), pursuant to the DHS Appropriations Act, 2022, Title V, Section 543.

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? 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: _____ 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

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

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

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

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

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

***Funding Source:** _____

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

Contact: Melissa Molina (Alicia Montoya 4-4004)

Department: GMI

Telephone: 520-724-8562

Department Director Signature: [Signature]

Date: 6/21/22

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: [Signature]

Date: 6/21/2022

Pima County Department of Grants Management & Innovation

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

Subrecipient: The Inn of Southern Arizona

Amount: \$490,675.00

Contract No.: CT-GMI-22-428

Funding: Emergency Food and Shelter National Board Program (EFSP), pursuant to the DHS Appropriations Act, 2022, Title V, Section 543

UEI (SAM): FQPNXJ3YNV68		Registration Date: June 8, 2022		
Research or Development:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Federal Contract No.: N/A				
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Match Amount: N/A	
Indirect Cost Rate:	<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis	<input checked="" type="checkbox"/> None
Status of Agency:	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor	

CFDA	Program Description	National Funding	Pima County Award
97.024	Emergency Food and Shelter National Board Program (EFSP), pursuant to the DHS Appropriations Act, 2022, Title V, Section 543	\$150,000,000.00	\$3,200,000.00

FEDERAL ASSISTANCE SUBAWARD AGREEMENT**1. Parties and Background.**

- 1.1. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and The Inn of Southern Arizona ("Subrecipient" or "The Inn").
- 1.2. The Consolidated Appropriations Act of 2022, Pub. L. No. 117-103 was signed into law on March 15, 2022. The Act provides \$150 million for the Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter Program (EFSP) to provide humanitarian relief to families and individuals encountered by the Department of Homeland Security (DHS). FEMA awarded the funds to the EFSP National Board on April 15, 2022. The program's existing grant funds-delivery structure and public-private partnership makes it a viable means for providing funds quickly to organizations providing humanitarian relief to families and individuals encountered by DHS.

- 1.3. 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 supplemental funding from the National Board. In addition, the Local Board identified Pima County Grants Management & Innovation (GMI) as the Fiscal Agent for the jurisdiction.
- 1.4. The Board of Supervisors determined that participating in the EFSP Supplemental 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.
2. **Term.** The term of this Agreement commences on June 15, 2022, and will terminate on December 31, 2022. If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
3. **Scope of Services.** Subrecipient will provide the goods and services described in the attached **Exhibit A** (one page). Subrecipient shall also comply with the Emergency Food and Shelter National Board Program's Funding and Application Guidance (EFSP Guidance) at the following link:

- <https://www.efsp.unitedway.org/efsp/website/websiteContents/PDFs/HumanitarianGuidance.pdf>

Including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions. Additionally, Subrecipient shall ensure that its activities are allowable per the EFSP Guidance and the sections of the Uniform Guidance listed for grants in 2 CFR 200.101(a) except for Subpart E, which is not applicable to the CFDA number for this grant. Subrecipient shall also obtain and maintain all required licenses, permits, and authority required for performance under this Agreement. Subrecipient shall employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: 1) be employees or volunteers of the Subrecipient; 2) satisfy any qualifications set forth in this Agreement; and 3) be covered by personnel policies and practices of Subrecipient. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned. Subrecipient shall maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

4. **Compensation and Payment.**

- 4.1. County shall pay Subrecipient up to **\$490,675.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient may not 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. Subrecipient may spend up to \$37,744.23 monthly for managing 40 rooms and up to \$75,488.46 monthly for managing 80 rooms.

- 4.2. Subrecipient will invoice County on a monthly basis using the form in **Exhibit B** (one page). County must receive invoices no more than 15 days after the end of the billing period in which Subrecipient delivered the invoiced products or services. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County. Subrecipient must submit its final request for payment for compensation earned and/or eligible costs to the County within seven calendar days after the end of each quarter. The final request must meet the requirements in Sections 4.3 and 4.4 below and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 4.3. Each invoice must be for costs identified in **Exhibit A** and be for expenditures that are allowable per the EFSP-ARPA Supplemental Funding Guidance, and applicable sections of the Uniform Guidance, (2 C.F.R Part 200); 2 C.F.R. §§ 200.303, 200.330-200.332 and subpart F. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each request to ensure proper internal financial controls. 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 be accompanied by documentation that includes, but is not limited to:
 - 4.3.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A** of this Agreement.
 - 4.3.2. Copies of invoices, receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 4.3.3. For all personnel expenditures, copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort.
 - 4.3.4. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 4.3.5. A signed copy of the Financial Status Report and Request for Funds on the form provided by County similar to that in **Exhibit B**.
 - 4.3.6. Any other documentation requested by County.
- 4.4. If each invoice includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date the County receives the invoice. County may, at its sole discretion, (1) determine the acceptability and progress of work performed and the resulting entitlement to payment of each request for reimbursement, (2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, and (3) deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date. Additionally, County may deny

payment for any request for reimbursement received after January 31, 2023.

- 4.5. County will not make payments to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice.
- 4.6. The Director of Grants Management and Innovation (GMI) or designee has the sole discretion to authorize changes between budget line items if the change does not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for a line item change that includes a detailed explanation of the reason the change is necessary and describes how the specified purpose, program metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
- 4.7. For the period of record retention required in **Exhibit A**, County may question any payment under this Section 4. 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 contract between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.

5. Monitoring and Evaluation.

- 5.1. 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 uses the funding as allowed by FEMA EFSP and is:
 - 5.1.1. Making adequate and acceptable progress in the provision of services;
 - 5.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 5.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 5.2. Subrecipient shall cooperate in the County's monitoring and evaluation process and any monitoring or oversight by the FEMA EFSP National Board. Subrecipient shall assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of FEMA EFSP-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with the EFSP-ARPA Supplemental Funding Guidance, applicable sections of the Uniform Guidance, (2 C.F.R Part 200; subpart D and subpart F), Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notices, this Agreement may be suspended or terminated. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Homeland Security and the Comptroller of the United States, 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.

6. **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.

- 6.1. 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.

- 6.1.1. 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 contractors, 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.

- 6.1.2. 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.

- 6.1.3. 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.

- 6.2. Additional Coverage Requirements:

- 6.2.1. 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.

- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O 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.

- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O 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.
- 6.2.4. 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.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 6.2.6. 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.
- 6.3. Notice of Cancellation:
Subrecipient must notify County, within two (2) 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.
- 6.4. Verification of Coverage:
 - 6.4.1. 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.
 - 6.4.2. 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.
 - 6.4.3. Subrecipient must provide the certificates to County before this Agreement is fully executed. 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 contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County

Department.

- 6.5. 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.

7. Indemnification.

- 7.1. To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless 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.
- 7.2. Subrecipient has the same obligations to County, as County does to the EFSP National Board. Subrecipient will hold County harmless against any injury that County may suffer with respect to the EFSP National Board due to any failure on the part of Subrecipient to fulfill its obligations.

8. Compliance with Laws.

- 8.1. Compliance with Laws. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. 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.
- 8.3. Compliance with 2 CFR 200. Subrecipient will comply with the requirements of 2 CFR § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

- 8.4. 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 Contractor for the purpose of securing business
9. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will 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 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.
10. **Subcontractors** Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Subrecipient will be 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 persons directly employed by it. Nothing in this Agreement will create 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. Subrecipient must include the provision set forth in paragraph 5.2 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.
11. **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.
12. **Non-Discrimination.** 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.
13. **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.
14. **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.

15. **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.

16. **Termination by County.**

16.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, 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.

16.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.

16.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County 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.

17. **Termination by Subrecipient.**

17.1. Without Cause. Subrecipient may terminate this Agreement at any time without cause by notifying County, 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.

18. **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 and Innovation
130 W Congress St
Tucson, Arizona 85701
Interoffice Mail: DT-ADE-127
520.724.6679

Subrecipient:

Gretchen Lopez
Director
The Inn of Southern Arizona, Inc.
PO Box 43332
Tucson, Arizona 85719
520.312.1451 (direct line)

19. **Non-Exclusive Contract.** 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.

20. **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.
21. **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.
22. **Audit Requirements**
- 22.1. Subrecipient will:
- 22.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F.
 - 22.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.
 - 22.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 22.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 22.1.5. 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.
 - 22.1.6. Assure 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 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
 - 22.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.0.

- 22.2. 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." If Subrecipient meets or exceeds the single audit threshold set forth in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management & Innovation
130 W Congress Street
Tucson, Arizona 85701
Interoffice Mail: DT-ADE-127

23. **Public Records.**

- 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 *et seq.*, this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. **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.

24. **Legal Arizona Workers Act Compliance.**

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.

- 24.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 insure 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."

25. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties except for changes between budget line items addressed in Section 4.3 above.
26. **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.

[SIGNATURE PAGE TO FOLLOW]

This agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Kathryn Ore, Deputy County Attorney

June 20, 2022

Date

SUBRECIPIENT



Authorized Officer Signature


Gretchen Lopez, Director

Printed Name and Title

June 21, 2022

Date

APPROVED AS TO CONTENT



Department Head

6/21/22

Date

EXHIBIT A (One Page)

SCOPE OF SERVICES

1. Purpose:

To manage an operation providing emergency food and shelter to families and individuals encountered by DHS at the southern border. The Inn of Southern Arizona as the Subrecipient will manage the day-to-day operations on site at the Comfort Suites Airport hotel, which consists of 40 rooms with the possibility of expanding up to 80 rooms.

2. Program Services:

- a. Subrecipient shall, as defined in the EFSP Guidance for Humanitarian Relief:
 - i. Provide Administrative Services including staff at Comfort Suites Airport hotel, to coordinate shelter, transportation, security, and other support as needed for all migrants served.
 - ii. Coordinate ordering, delivery and distribution of Primary Services provided by County, including transportation, medical services, food and shelter, at Comfort Suites Airport hotel.
 - iii. Procure and provide Secondary Services such as clothing, shoes, personal hygiene items, and backpacks as needed.
- b. Subrecipient acknowledges that County will oversee procurement of vendors for Primary Services and authorization of all purchases from such vendors.

3. Reporting and Record Retentions:

- a. Subrecipient shall:
 - i. Track migrant data to include:
 1. Maintaining the daily shelter log of migrants served at Comfort Suites Airport hotel in **Exhibit C** (one page).
 2. Maintaining a daily log of meals served at Comfort Suites Airport hotel in **Exhibit D** (one page).
 - ii. Track expenditure data for The Inn of Southern Arizona operations and staffing at Comfort Suites Airport hotel to include:
 1. Maintaining the spreadsheet in **Exhibit B** reflecting actual expenses incurred with itemized receipts for goods and services rendered, date, and actual costs and proof of payments for services.
 - iii. Maintain all records listed in sections i. and ii. above and the data requested in **Exhibit E** (two pages) for a period of three years after final payment is received under this contract.
- b. All reporting provisions will survive termination of this Agreement.

4. Budget.

Funded Services June 15, 2022 – December 31, 2022	Budget
Staff at Comfort Suites Airport	\$155,892.00
Supplies and other including insurance	\$334,783.00
Total	\$490,675.00

END OF EXHIBIT A

Emergency Food and Shelter Program
FY 2022 Humanitarian Relief Funding

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

Daily shelter 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.

Contract No.: CT-GMI-22-428
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Emergency Food and Shelter Program FY 2022 Humanitarian Relief Funding

DAILY MEAL LOG

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

[illegible]

Daily meal 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 D

EXHIBIT E (Two 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

- 1.1. Both the County and The Inn own all data collected and produced under this agreement.
- 1.2. The County and The Inn 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.
- 1.3. On a **monthly** basis, The Inn will send the County monthly logs of all population data from the month prior. The Inn will submit monthly logs within ten (10) days following the end of each month.
- 1.4. Daily and Monthly reporting will be sent to the County via secure email from The Inn.
- 1.5. Ad-hoc Reporting: the County and The Inn may agree to additional reporting on an ad-hoc basis, based on data requests to either, or both, entities.
- 1.6. 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
- 1.7. 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).
- 1.8. Reporting Elements: Daily and Monthly
 - Daily reporting will include the following information for all individuals enrolled in emergency food and shelter programming with The Inn:
 - Party Full Name
 - Number of People in Party
 - Party Arrival Date
 - Party Departure Date
 - Party Day Shelter Location
 - Party Night Shelter Location
 - Party Night Shelter Room Number
 - Country of Origin

- Monthly reports will be an aggregate of the daily reporting elements, and audited for accuracy by The Inn, 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 E