



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 2/7/2023
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:

This no cost extension amendment through March 31, 2023 will allow The Inn of Southern Arizona to continue providing services as a Pima County subrecipient of FEMA Emergency Food and Shelter Program, Humanitarian Relief 2022 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. In mid-November 2022, FEMA EFSP administration informed Grants Management & Innovation (GMI) that no spend down extensions for Humanitarian Relief 2022 (HR22) funding would be granted past December 31, 2022. GMI appealed and on December 13th the FEMA Emergency Food and Shelter Program National Board voted to extend GMI's HR22 spend-down deadline to March 31, 2023. Approval of this no cost extension amendment allows GMI to cover The Inn's costs with HR22 funds going back to January 1, 2023, and forward to March 31, 2023. If not approved, there will be no funding to cover The Inn's costs.

GMI approves
[Signature] 1/18/23

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? 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): 22*428

Amendment No.: 1 AMS Version No.: 3

Commencement Date: 01/01/2023 New Termination Date: 03/31/2023

Prior Contract No. (Synergen/CMS): NA

Expense Revenue Increase Decrease

Amount This Amendment: \$ No Cost Extension

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

*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 \$ _____ % _____

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

Department: Grants Management & Innovation

Telephone: 520.724.8562

Department Director Signature: [Signature] Date: 1-18-2023

Deputy County Administrator Signature: [Signature] Date: 1-19-2023

County Administrator Signature: [Signature] Date: 1-19-2023

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			
Contract No.: CT-GMI-22*428			
Contract Amendment No.: One (1)			
Orig. Contract Term: 6/15/2022 to 12/31/2022		Orig. Amount: \$490,675.00	
Termination Date Prior Amendment: N/A		Prior Amendment Amount: \$0.00	
Termination Date This Amendment: 03/31/2023		This Amendment Amount: \$0.00	
		Revised Amendment Amount: \$490,675.00	
SAM UEI: FQPNXJ3YNV68			
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: \$0	
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	\$18,781,096.36

FEDERAL ASSISTANCE SUBAWARD AGREEMENT

1. Background and Purpose.

1.1. **Background.** On July 5, 2022, Pima County (“County”) and The Inn of Southern Arizona (“Subrecipient” or “The Inn”) entered into the above-referenced Agreement to manage day to day operations on site, at the Comfort Suites Airport hotel, which consists of 40 rooms, with possibility of expanding up to 80 rooms, to provide emergency food and shelter for COVID-19 negative families and individuals encountered by DHS at the southern border. County, as Grantee, received federal grant funding from the EFSP Supplemental Funding Program to provide services to asylum seekers. In addition, the Pima County Emergency Food and Shelter Program Local Board identified Pima County Grants Management & Innovation (GMI) as the Fiscal Agent for the jurisdiction.

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. **Purpose.** This No Cost Extension (NCE) enables the parties to continue to spend down FEMA EFSP Humanitarian Relief 2022 funding by providing emergency food and shelter to asylum seekers when they are released from U.S. Border Patrol custody and receive services at The Inn since they cannot be housed in traditional congregate settings due to COVID-19 spacing restrictions. Services will also include facilitation of transportation and travel supplies. These services keep legally present, homeless, immigrant families off the streets and help them to reach their relatives or sponsors within the United States, which will improve community safety, and enhance the general and economic welfare of the inhabitants of the County and the City.
2. **Term.** The term of the Agreement is hereby extended for three (3) months, commencing January 1, 2023, and will terminate on March 31, 2023. If the commencement date of the Term is before the signature date of the last party to execute this Amendment, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
3. **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 Contract has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Contract 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.
4. **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 of 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 Agreement that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify County within five (5) business days and provide a written certification to County regarding compliance within one hundred eighty days (180).
5. **Counterparts.** This Amendment No. 1 may be executed in counterparts, each of which, when taken together, will constitute one original contract.

SIGNATURE PAGE TO FOLLOW

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

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors



Authorized Officer Signature

Date

Gretchen Lopez

Printed Name and Title

ATTEST

01/12/2023

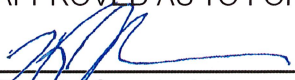
Date

Clerk of the Board

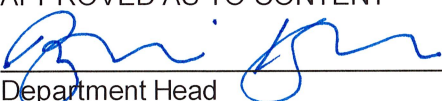
Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Deputy County Attorney



Department Head

1/11/2023

Date

1-18-2023

Date