



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/21/2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Jot Properties, LLC

***Project Title/Description:**

Hotel Shelter Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-030, Amendment No. 01. This Amendment provides for additional hotel shelter services for individuals experiencing, or at risk of experiencing, homelessness due to evictions; exercises the renewal option to extend the termination date to June 18, 2022; and adds \$2,800,000.00 for a cumulative not-to-exceed contract amount of \$4,808,000.00. Three (3) six-month renewal options remain. Administering Department: Health and Community Workforce & Development.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, on August 19, 2021, the Chair of Supervisors approved a contract for Hotel Shelter Services for COVID-19 Positive Asylum Seekers for an initial term of four months in a contract award amount of \$2,008,000.00 and four (4) six-month renewal options. The Chair of Supervisors approval of this contract was ratified by the Board of Supervisors on September 9, 2021.

PRCUID: 424000

Attachment: Contract Amendment No. 01.

***Program Goals/Predicted Outcomes:**

Provide safe hotel shelter services for COVID-19 exposed, COVID-19 positive, and COVID-19 negative asylum seekers and homeless families due to eviction.

***Public Benefit:**

Providing shelter, food and supportive services for COVID-19 exposed, COVID-19 positive, and COVID-19 negative asylum seekers and homeless families due to eviction.

***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, current expiration date of this contract is 12/18/21.

To: COB
Vers: 07
Pgs: 7

12.15.2021 (7)

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): 22-030Amendment No.: 01 AMS Version No.: 02Commencement Date: 12/19/21 New Termination Date: 06/18/2022

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 2,800,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** Shelter National Board Program (EFSP), pursuant to the American Rescue Plan Act of 2021, Section 4008.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: Nancy Page, Procurement Officer Digitally signed by Nancy Page
Date: 2021.12.08 08:37:47 -0700 Ana Wilber Digitally signed by Ana Wilber
Date: 2021.12.08 08:44:05 -0700 Division Manager.Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer
Date: 2021.12.08 12:10:30 -0700 Telephone: (520)724-3563Department Director Signature/Date: Daniel P. Sullivan Digitally signed by Daniel P. Sullivan
Date: 2021.12.13 10:42:47 -0700

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 15 December 2021
(Required for Board Agenda/Addendum Items)

Pima County Department of Procurement

Project: Hotel Shelter Services

Contractor: Jot Properties
11856 Mariposa Bay Lane
Northridge, CA 91326

Contract No.: MA-PO-22-030

Contract Amendment No.: One (01)

Orig. Contract Term: 08/19/2021 - 12/18/2021	Orig. Amount:	\$2,008,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 06/18/2022	This Amendment Amount:	\$2,800,000.00
	Revised Total Amount:	\$4,808,000.00

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On August 19, 2021, Pima County and Jot Properties ("Contractor") entered into the above referenced agreement to provide Hotel Shelter Services for COVID Positive Asylum Seekers.

1.2. Purpose. County requires to also provide emergency shelter for individuals experiencing, or at risk of experiencing, homelessness which is a program managed by the Pima County Community & Workforce Development (CWD) Department.

2. Term. The County is exercising the first extension option to renew the contract for a six (6) month period commencing on December 19, 2021 and terminating on June 18, 2022. 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. Scope of Services. The parties have agreed to make the following changes to Exhibit A:

- 3.1. Change the third sentence in Subsection 1.1 under Section 1 of General Specifications to read "During the DO period the facility will be fully dedicated (117 rooms) to the housing of individuals identified by the Pima County Health Department and the Pima County Community & Workforce Development Department."
- 3.2. Change Subsection 1.3 under Section 1 of General Specifications to read, "Contractor will designate a Lodging Manager who will be the primary liaison to the Pima County Health Department and the Community & Workforce Development Department and their respective contracted medical or agency partners."
- 3.3. Change Subsection 1.4 Under Section 1 of General Specifications to append Exhibit D: Special Provisions U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Fund Procurement Contracts (2 pages) attached herein.

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Contract No.: MA-PO-22-030-01

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Revised 4/12/21

- 3.4. Add the additional security requirements identified below to Subsection 2.2.6. of Section 2. Service Specification:

- 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.

4. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, is increased by \$2,800,000.00. County's total payments to Contractor under this contract, including sales tax, will not exceed \$4,808,000.00.

5. **Notice.** Add the additional County department that should receive notices to Section 17 as follows:

County:
Pima County Community and Workforce Development (CWD)
2797 E. Ajo Way Tucson, AZ 85713
(520) 724-7309
Attn: Daniel Sullivan

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Stacey Roseberry, Deputy County Attorney

11/30/2021

Date

CONTRACTOR



Authorized Officer Signature

Ramnik Bhat, Associate

Printed Name and Title

12/7/21

Date

EXHIBIT D (2 pages)

**SPECIAL CONTRACT PROVISIONS
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS**

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally 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. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
 - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. 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).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT D