

Oscar Leeser  
Mayor

Dionne Mack  
City Manager



CITY COUNCIL  
Brian Kennedy, District 1  
Josh Acevedo, District 2  
Cassandra Hernandez, District 3  
Joe Molinar, District 4  
Isabel Salcido, District 5  
Art Fierro, District 6  
Henry Rivera, District 7  
Chris Canales, District 8

## NOTICE OF WORK SESSION OF THE EL PASO CITY COUNCIL

---

**December 16, 2024**  
**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY**  
**9:05 AM**

**Teleconference phone number 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 119 649 151#**

Notice is hereby given that a Work Session of the City Council of the City of El Paso will be conducted on December 16, 2024 at 9:05 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

**At the prompt please enter the corresponding Conference ID: 119 649 151#**

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following link:

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

**A quorum of City Council must participate in the meeting.**

### **AGENDA**

1. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis

**[24-1680](#)**

resulting from a mass migration through El Paso.

**All Districts**

City Manager's Office, Mario M. D'Agostino, (915) 212-1069

[24-1749](#)

2. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on September 17, 2024.
  1. Approval of Minutes for the Financial Oversight and Audit Committee meeting of May 1, 2024.
    - Motion made by Representative Kennedy, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to approve the minutes for the Financial Oversight and Audit Committee meeting of May 1, 2024.
  2. Discussion and Action on the Update to the City of El Paso Investment Policy.
    - Motion made by Representative Fierro, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to refer the City of El Paso Investment Policy to City Council for action.
  3. Discussion and Action on the results of the City Council & City Manager's Office P-Card and Travel Review - Years 2020, 2021, 2022 and 2023.
    - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
  4. Discussion and Action on directing staff to review the Internal Audit Charter for any proposed revisions.
    - 1st Motion made by Representative Kennedy, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to recommend to City Council to direct staff to review the Internal Audit Charter for any proposed revisions including the appropriateness of retaining an outside consultant to recommend best practices.
    - 2nd Motion made by Representative Kennedy, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to recommend to City Council to direct staff to review the Internal Audit Charter for any proposed revisions including the appropriateness of retaining an outside consultant to recommend best practices and to place the item immediately on City Council Agenda.
  5. Discussion and Action on FY 2023-2024 Audit Plan 2nd Quarter Updates.
    - Motion made by Representative Acevedo, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept FY 2023-2024 Audit Plan 2nd Quarter Updates except for those updates relating to, or arising from Item #s 3, 6, 7, and 8, which were previously deleted.
  6. Discussion and Action on the Sun Metro - Parking Garage Contract Review Audit A2023-03 Report.

- Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
7. Discussion and Action on the Economic Development - 380 Agreement Monitoring Audit Report A2023-07.
    - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
  8. Discussion and Action on the Sun Bowl Game Audit Report A2024-04.
    - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
  9. Discussion and Action on FY 2023-2024 Audit Plan 3rd Quarter Updates.
    - Motion made by Representative Acevedo, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept FY 2023-2024 Audit Plan 3rd Quarter Updates except for those updates relating to, or arising from Item #s 3, 6, 7, and 8, which were previously deleted.
  10. Discussion and Action on the 3rd Quarter Hotline Calls.
    - Motion made by Representative Molinar, seconded by Representative Acevedo and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept the 3rd Quarter Hotline Calls.
  11. Discussion on Client Surveys.

**All Districts**

Members of the City Council, City Representative Brian Kennedy, (915) 212.1001

3. Discussion and action that, the City Council ratifies the Subrecipient Agreement between the City of El Paso and Border Servant Corps., Inc. for providing services to noncitizens being processed and released from federal custody.

[24-1714](#)

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 212-5665

4. Discussion and action on the request that the City Council ratify the expenditures with the named vendors and in the specified amounts associated with the Contracts issued under § 252.022(a)(1) - (2) of the Texas Local Government Code and within the purview of Ordinance 019333 as listed below:

[24-1728](#)

Vendor Name	Contract ID	Description	Amount
1. Family Endeavors Inc	2025-0239	Shelter Management Services	\$2,000,000
2. G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$672,560
3. Karina Mitali, LLC	2025-0240	Lodging Services	\$369,220
4. Kiash Hospitality, LLC	2025-0240	Lodging Services	\$296,246
5. Reliance Yar LLC	2025-0240	Lodging Services	\$276,810
6. Rock Solid Protection LLC	2025-0241	Security Services	\$2,876,671
7. Super Chef Inc.	2025-0242	Meal Services	\$267,021
8. Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$51,461
9. Universal Protection Service LP	2023-0558	Security Services	\$559,855
10. The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$91,008

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-5609  
Fire, Chief Jonathan Killings, (915) 212-5609

- 5. Discussion and action to direct the City Manager to develop a collaborative plan with the Central Appraisal District (CAD) to establish a Central Appraisal District satellite office during the property tax season within a City of El Paso facility such as the downtown tax office. [24-1750](#)

**All Districts**

Members of the City Council, Representative Isabel Salcido (915) 212-0005

**EXECUTIVE SESSION**

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

- Section 551.071      CONSULTATION WITH ATTORNEY
- Section 551.072      DELIBERATION REGARDING REAL PROPERTY
- Section 551.073      DELIBERATION REGARDING PROSPECTIVE GIFTS
- Section 551.074      PERSONNEL MATTERS
- Section 551.076      DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
- Section 551.087      DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
- Section 551.089      DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

**Discussion and action on the following:**

- EX1 .** Debbie Navejas as representative of Armando Navejas v. City of El Paso, Texas, et al; USDC; 3:22-CV-00225 (551.071) [24-1736](#)  
City Attorney's Office, Matt Marquez, (915) 212-0033
- EX2.** Municipal Court Judges and applicable state law. (551.071) [24-1737](#)  
City Attorney's Office, Robert Aguinaga, (915) 212-0033
- EX3.** Discussion on potential economic development opportunities in Central El Paso. HQ#24-4018 (551.087) [24-1738](#)  
Economic and International Development, Karina Brascgalla, (915) 212-0033

**ADJOURN**

**NOTICE TO THE PUBLIC:**

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email [CityClerk@elpasotexas.gov](mailto:CityClerk@elpasotexas.gov) by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a [CityClerk@elpasotexas.gov](mailto:CityClerk@elpasotexas.gov) a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

**ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:**

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

---

**File #: 24-1680, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

City Manager's Office, Mario M. D'Agostino, (915) 212-1069

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety crisis resulting from a mass migration through El Paso.

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Fire

**AGENDA DATE:** 12/16/24

**PUBLIC HEARING DATE:** 12/16/24

**CONTACT PERSON NAME:** Mario M. D'Agostino

**PHONE NUMBER:** (915) 212-1069

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 2. Set the Standard for a Safe and Secure Ci

**SUBGOAL:** 2.1 Maintain standing as one of the nation's top safest cities

**SUBJECT:** Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019333 authorizing the City Manager to assign personnel and resources to assist in addressing the humanitarian and public safety

**BACKGROUND / DISCUSSION:**

On December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out. The Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

On November 18, 2024, the Mayor and City Council of the City of El Paso (the "City") passed Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"

**AMOUNT AND SOURCE OF FUNDING:**

None.

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Mario M. D'Agostino

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**ORDINANCE NO. \_\_\_\_\_**

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY  
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN  
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE  
HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS  
MIGRATION THROUGH EL PASO**

**WHEREAS**, on May 23, 2022, the Mayor and City Council of the City of El Paso (the “City”) passed an Emergency Ordinance No. 019333 “Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso”; and

**WHEREAS**, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

**WHEREAS**, in response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management (“OEM”) reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

**WHEREAS**, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

**WHEREAS**, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations of the El Paso International Airport (“EPIA”) and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

**WHEREAS**, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed to take measures to preserve



the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

**WHEREAS**, the City of El Paso is home to four international ports of entry between Texas and Mexico; and

**WHEREAS**, at times during the pendency of Emergency Ordinance No. 019333, border officials have barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge attributed to rumors about the relaxation of immigration restrictions circulated on social media sites, which has caused significant delays at the international ports-of-entry involving trade; and

**WHEREAS**, the encampment of large groups of migrants on City rights of way, parks and other City property at one point led to street closures and cessation of the streetcar service and reassignment of City staff required to ensure safety and sanitary conditions in that area; and

**WHEREAS**, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations (“NGOs”) with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

**WHEREAS**, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

**WHEREAS**, at that time and subsequent to that time, tens of thousands of migrants from Latin America and around the world gathered at or near the U.S.- Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

**WHEREAS**, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 256,102 land border encounters and over 180,581 community releases in the federal fiscal year 2024; and

**WHEREAS**, for federal fiscal year 2025, the Southwest had 56,530 migrant encounters; and

**WHEREAS**, when the CBP Central Processing Center is over capacity and the NGO space is unavailable, that is when the potential for street releases arises; and

**WHEREAS**, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

**WHEREAS**, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

**WHEREAS**, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

**WHEREAS**, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of these waves of migrants; and

**WHEREAS**, the White House issued a proclamation, effective June 5, 2024, limiting asylum eligibility, and increasing the consequences for crossing the southern border without authorization; and

**WHEREAS**, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

**WHEREAS**, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

**WHEREAS**, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

**WHEREAS**, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31<sup>st</sup> day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10; and

**WHEREAS**, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction on migrant issues.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

**PASSED AND ADOPTED, this \_\_\_ day of December, 2024.**


**THE CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

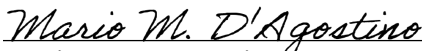
\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman  
City Attorney

11/26/2024

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mario M. D'Agostino, Deputy City Manager  
Public Health & Safety



Legislation Text

---

File #: 24-1749, Version: 1

---

**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Members of the City Council, City Representative Brian Kennedy, (915) 212.1001

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on September 17, 2024.

1. Approval of Minutes for the Financial Oversight and Audit Committee meeting of May 1, 2024.
  - Motion made by Representative Kennedy, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to approve the minutes for the Financial Oversight and Audit Committee meeting of May 1, 2024.
2. Discussion and Action on the Update to the City of El Paso Investment Policy.
  - Motion made by Representative Fierro, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to refer the City of El Paso Investment Policy to City Council for action.
3. Discussion and Action on the results of the City Council & City Manager's Office P-Card and Travel Review - Years 2020, 2021, 2022 and 2023.
  - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
4. Discussion and Action on directing staff to review the Internal Audit Charter for any proposed revisions.
  - 1<sup>st</sup> Motion made by Representative Kennedy, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to recommend to City Council to direct staff to review the Internal Audit Charter for any proposed revisions including the appropriateness of retaining an outside consultant to recommend best practices.
  - 2<sup>nd</sup> Motion made by Representative Kennedy, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to recommend to City Council to direct staff to review the Internal Audit Charter for any proposed revisions including the appropriateness of retaining an outside consultant to recommend best practices and to

place the item immediately on City Council Agenda.

5. Discussion and Action on FY 2023-2024 Audit Plan 2<sup>nd</sup> Quarter Updates.
  - Motion made by Representative Acevedo, seconded by Representative Fierro and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept FY 2023-2024 Audit Plan 2<sup>nd</sup> Quarter Updates except for those updates relating to, or arising from Item #s 3, 6, 7, and 8, which were previously deleted.
6. Discussion and Action on the Sun Metro - Parking Garage Contract Review Audit A2023-03 Report.
  - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
7. Discussion and Action on the Economic Development - 380 Agreement Monitoring Audit Report A2023-07.
  - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
8. Discussion and Action on the Sun Bowl Game Audit Report A2024-04.
  - Motion made by Representative Fierro, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Acevedo and Representative Fierro to delete the agenda item.
9. Discussion and Action on FY 2023-2024 Audit Plan 3<sup>rd</sup> Quarter Updates.
  - Motion made by Representative Acevedo, seconded by Representative Molinar and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept FY 2023-2024 Audit Plan 3<sup>rd</sup> Quarter Updates except for those updates relating to, or arising from Item #s 3, 6, 7, and 8, which were previously deleted.
10. Discussion and Action on the 3<sup>rd</sup> Quarter Hotline Calls.
  - Motion made by Representative Molinar, seconded by Representative Acevedo and approved by Representative Kennedy, Representative Acevedo, Representative Fierro and Representative Molinar to accept the 3<sup>rd</sup> Quarter Hotline Calls.
11. Discussion on Client Surveys.



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

---

**File #: 24-1714, Version: 2**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 212-5665

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion and action that, the City Council ratifies the Subrecipient Agreement between the City of El Paso and Border Servant Corps., Inc. for providing services to noncitizens being processed and released from federal custody.

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Fire

**AGENDA DATE:** 12/17/24

**PUBLIC HEARING DATE:** 12/17/24

**CONTACT PERSON NAME:** Jonathan P. Killings

**PHONE NUMBER:** 915-212-5665

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 2. Set the Standard for a Safe and Secure Ci

**SUBGOAL:** 2.1. Maintain standing as one of the nation's top safest citie

**SUBJECT:** That, the City Council ratifies the Subrecipient Agreement between the City of El Paso and Border Servant Corps., Inc. for providing services to noncitizens being processed and released from federal custody.

**BACKGROUND / DISCUSSION:**

The City receives funds from the Federal Emergency Management Department through United Way; and the City's Office of Emergency Management Department has identified the Subrecipient based on their prior work with migrant sheltering and providing essential services to migrants.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

On November 14, 2024, the City Manager signed a Subrecipient Agreement to enter into an Agreement with Border Servant Corps., Inc. under the authority contained in the Emergency Ordinance Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration ("Ord No. 019332") and its subsequent renewals.

**AMOUNT AND SOURCE OF FUNDING:**

The Emergency Food and Shelter Program is a FEMA-funded program authorized by the McKinney-Vento Homeless Assistance Act.

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

**Jonathan P Killings**

Digitally signed by Jonathan P Killings  
Date: 2024.12.04 08:40:19 -07'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## **RESOLUTION**

**WHEREAS**, the Emergency Food and Shelter Program is a FEMA-funded program authorized by the McKinney-Vento Homeless Assistance Act; and

**WHEREAS**, Congress has appropriated \$117,000,000.00 for Fiscal Year 2024 to the fund to be used for supplemental grants to local government and non-profit organizations to support and expand existing programs that aid individuals and families who are, or at risk of, experiencing hunger and/or homelessness; and

**WHEREAS**, on November 14, 2024, the City Manager signed a Subrecipient Agreement to enter into an Agreement with Border Servant Corps., Inc. under the authority contained in the Emergency Ordinance Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration (“Ord No. 019333”) and its subsequent renewals; and

**WHEREAS**, pursuant to the Subrecipient Agreement, Border Servant Corps., Inc. began immediately providing services to noncitizens processed and released from the Federal Department of Homeland Security under FEMA’s Emergency Food and Shelter Program via United Way; and

**WHEREAS**, the City’s expenditure under the Subrecipient Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the continuing migration of individuals over the Southwest border; and

**WHEREAS**, the City of El Paso wishes to ratify the Subrecipient Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That, the City Council ratifies the Subrecipient Agreement between the City of El Paso and Border Servant Corps., Inc. for providing services to noncitizens being processed and released from federal custody.



**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

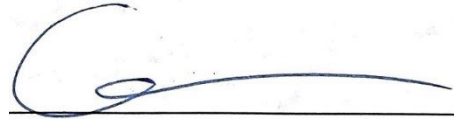
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Carlos L. Armendariz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Jonathan Killings  
Fire Chief



City Attorney's Office  
Document Review

Date Received: November 14, 2024

Department: City Attorney's Office

Document Subject/Description:

Subrecipient Agreement between the City of El Paso and Border Servant Corps., Inc. covering the period of November 14, 2024 to December 31, 2024. Subrecipient will assist in providing migrant shelter and essential services to noncitizens processed and released from Federal custody.

Reviewed by: Eric Gutierrez Senior Assistant City Attorney

Okay to sign:

E Gutierrez



THE STATE OF TEXAS )  
 )  
 COUNTY OF EL PASO )

**SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“**Agreement**”) is made on November 14, 2024 (“**Effective Date**”) and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the “**City**”) and Border Servant Corps., Inc., a New Mexico Nonprofit Corporation (“**Subrecipient**”). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

**WHEREAS**, the City receives funds from the Federal Emergency Management Agency (“**FEMA**,” “**Granting Agency**”) through United Way; and

**WHEREAS**, the City’s Office of Emergency Management Department (the “**Department**”) has identified the Subrecipient based on their prior work with migrant sheltering and providing essential services to migrants; and

**WHEREAS**, the Program Funds are distributed under this Agreement in order to provide migrant shelter and essential services to noncitizens processed and released from the Federal Department of Homeland Security with ‘A’ Numbers.” under FEMA’s Emergency Food and Shelter Program via United Way.

The parties agree as follows:

1. **Funding Amount.** Provided the Subrecipient complies with all obligations under this Agreement, the City will provide Program Funds to the Subrecipient in a maximum amount of up to **\$1,336,719.87** (“**Sub-grant Amount**”). Sub-grant Amount is based on the daily rate of the Subrecipient’s September 2024 Operating Costs as laid out in Attachment “A” (the “**Program Scope and Budget**”). Notwithstanding anything to the contrary, the Subrecipient may only receive Sub-grant Amount disbursements for expenses considered to be Allowable Expenses. Nothing in this Agreement allows for the Subrecipient to request payment for or additional expenses for reimbursement of any kind for any work done prior to the date of the full execution of this Agreement. For purposes of this Agreement, the term “**Allowable Expenses**” means any expenses (1) incurred on or before termination of the service period, (2) that are eligible for reimbursement under the OMB Requirements, Program Funding Requirements, this Agreement, and/or Granting Agency Requirements, and (3) that complies with the Program Scope and Budget under this Agreement. Subrecipient acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The Subrecipient should verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The Subrecipient will submit to the City reports as provided in the Program Scope showing (1) all Allowable Expenses covered by the Sub-grant Amount for that particular reporting period, (2) performance units provided in the Program Scope up to the date of the report, and (3) unexpended funds that have been committed. The Subrecipient will submit to the City a report and proof of all Allowable Expenses incurred on or before termination of the service period within sixty (60) calendar days of termination of the service period (“**Expense Report**”). The

Subrecipient will return to the City any funds that cannot be confirmed on the Expense Report as expended on Allowable Expenses no later than thirty (30) calendar days upon termination of the service period. Subrecipient may not update the Expense Report to include expenses that would have qualified as Allowable Expenses. The Subrecipient agrees that time is of the essence. The Subrecipient acknowledges and agrees that the payment by the City of any Sub-grant Amount is contingent on the City receiving funds from the Granting Agency. Subrecipient understands that nothing in this Agreement obligates the City to provide the Subrecipient any funds under this Agreement if the City does not receive funds from the Granting Agency. The City will disburse the Sub-grant Amount as follows: \$473,421.67 on November 14, 2024 and \$863,298.20 on December 1, 2024. The Subrecipient must submit an invoice and proof of incurred expenses. The City may withhold subsequent Sub-grant Amount disbursements from the Subrecipient if the Department director reasonably believes that the Subrecipient (1) has not complied with all obligations under this Agreement, the OMB Requirements, the Program Funding Requirements, and/or Granting Agency Requirements as define in this Agreement below, (2) the Subrecipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, (5) the Department Director has concerns regarding the spend rate of the Sub-grant Amount, and/or (6) the proof of expenses provided by the Subrecipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Subrecipient acknowledges and agrees that the City will not make any payments to the Subrecipient for expenses that are or will be reimbursed by another funding source, including but not limited to another federal, state, or local government agency.

2. **Program Scope.** Subrecipient will comply with all the requirements and deadlines described in Attachment “A” attached to this Agreement.
3. **Term.** Unless terminated sooner as allowed under this Agreement, the term of this Agreement commences on the Effective Date and terminates on December 31, 2024.
4. **Repayment of Funds.** Notwithstanding anything to the contrary, the Subrecipient will be responsible for repaying the City any funds that the Subrecipient expends or receives in violation of any provisions under this Agreement, including the OMB Requirements, the Program Funding Requirements, and the Granting Agency Requirements. The Subrecipient will be liable for the repayment of funds if the Program Scope is found by the Granting Agency to be ineligible or disallowed. The Subrecipient will pay the City any funds expended or received under the Program Scope following notification or knowledge by the Subrecipient that Program Scope has been disallowed.
5. **Recapture and Reallocation of Sub-Grant Amount.** The City, may, under its sole discretion and at any time, recapture and reallocate any unexpended Sub-Grant Amount funds under this Agreement at any time, including any Sub-Grant Amounts that were disbursed in advance and have not been expended by the Subrecipient. The City will notify

the Subrecipient in advance of the recapture and reallocation of the Sub-Grant Amount funds and the effective date of the recapture and reallocation. The Sub-Grant Amount described under this Agreement will automatically be reduced by the amount specified in the notification by the City and will be effective as of the date listed in the notice. If the Sub-grant Amount was disbursed in advance, then the Subrecipient will return to the City the unexpended funds by the date listed by the City in the notification to the Subrecipient. The Subrecipient will provide the City any information requested by the City to evaluate the Subrecipient's spend rate within 3 calendar days of request.

6. **Budget.** The Subrecipient will adhere to the program budget attached to this Agreement as included in Attachment "A" and made a part hereof for all purposes. Unless allowed in the Program Scope, the Subrecipient will obtain the advance approval of the Department Director for any changes to the Program Budget, such changes including but not limited to increases in budget, decreases in budget, and changes in budget category amounts.
7. **Insurance.** The Subrecipient will comply with all of the following insurance requirements while providing services under the Program Scope. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
  - a. **Commercial Liability Insurance.** The Subrecipient will procure Commercial Liability Insurance in the minimum amounts of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 for property damage. The Subrecipient will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Subrecipient is performing services near any railroad or streetcar track, then the Subrecipient will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
  - b. **Workers Compensation Insurance.** If required by law, the Subrecipient will procure workers compensation insurance as required by law.
  - c. **Automobile Liability Insurance.** The Subrecipient will procure automobile liability insurance in the minimum amounts of one million dollars for bodily injury per occurrence and one million dollars property damage per occurrence.
  - d. With the exception of the workers compensation insurance, the Subrecipient will add the City as an additional insured to the all insurance policies required under this Agreement.
  - e. The Subrecipient will procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
  - f. The Subrecipient will obtain prior approval of the City for any deductibles.
  - g. The Subrecipient will procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to

transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.

- h. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
- i. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- j. Prior to starting any activities under this Agreement, the Subrecipient will provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the Subrecipient to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the Subrecipient will provide the City a complete copy of all insurance policies required under this Agreement.

8. **Indemnification.** TO THE EXTENT ALLOWED BY TEXAS LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE ARISING FROM THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS AGREEMENT.

9. **Release.** To the extent allowed by law, the Subrecipient releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Subrecipient while performing any activities related to this Agreement.

10. **Damage to City Property.** The Subrecipient will pay the costs of repairing any damages to City property (including public right of way) caused by the Subrecipient or the Subrecipient's contractors, subcontractors, or agents. The Subrecipient will make payment for any damages within 30 calendar days of receiving an invoice from the City.

11. **Termination.**

- a. Non-Appropriation of Funds by the City. If the City fails to appropriate sufficient funds to carry out the obligations of the City under this Agreement, then the City may terminate this Agreement upon 30 calendar day notice to the Subrecipient.

- b. Cancellation of Funds by Granting Agency. If the Granting Agency cancels Program Funds, or fails to provide the City with Program Funds, then the City may terminate this Agreement immediately following notification to the Subrecipient.
- c. For Cause. Either party may terminate this Agreement, in whole or in part, for cause following a 30 calendar day opportunity to cure. For purposes of this Agreement “for cause” means a failure of a party to perform any obligations under this Agreement or breach of any representations and warranties made under this Agreement. If the City terminates this Agreement for cause, then the Subrecipient will pay the City the damages resulting from the termination for cause, which may include paying back all funds disbursed by the City to the Subrecipient, if appropriate. Notwithstanding anything to the contrary, if the City terminates this Agreement under this Section, the Subrecipient will return to the City all unexpended funds and will repay any funds expended on items not considered Allowable Expenses. The City may terminate this Agreement for cause if the City determines that the Subrecipient submitted false or inaccurate information in the Subrecipient application for funds. The Subrecipient will repay to the City any funds received by the Subrecipient under this Agreement if the City terminates for cause for submitting false or inaccurate information. The Subrecipient will repay any funds under this Section by the date notified by the City with the termination notice.
- d. Termination for convenience. In accordance with 2 CFR Part 200-Appendix II, the City may terminate this Agreement, in whole or in part, for any reason upon advance written notice to the Subrecipient. The City will allow the Subrecipient 15 calendar days from the date of receipt of the termination notice to stop all services under this Agreement. The Subrecipient will cease all services under the Agreement by the end of the 15 calendar day period allowed under the termination notice. Upon termination, the Subrecipient will submit a final statement of Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice along with proof of such expenses. Subrecipient will be entitled to any Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice provided that Subrecipient submits all proof and documents required under this Agreement and the Subrecipient is in compliance with all requirements under this Agreement.
- e. Returning of funds. Regardless of the reason for termination of this Agreement and notwithstanding anything to the contrary, if the City terminates this Agreement for any reason or method listed in this Agreement, then the Subrecipient will return to the City all unexpended funds and will repay any funds expended on items not considered Allowable Expenses. The Subrecipient will repay any funds under this Section by the date notified by the City with the termination notice.
- f. Close out. Regardless of the reason or method of termination of this Agreement, the Subrecipient will remain responsible for complying with all close out procedures required under the OMB Requirements and the Program Funding



Requirements including but not limited to any record keeping, audit, and/or reporting requirements.

12. **Audit and Inspections**. Subrecipient will keep all records related to this Agreement and the services provided under this Agreement for the length of the term of this Agreement. For the length of the term of this Agreement, the Subrecipient will allow the City, the Granting Agency, federal Inspectors General, Government Accountability Office, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement and the activities under the Program Scope within 5 calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The Subrecipient will also comply with any additional audit requirements listed on the Program Scope, if any. If any audit reveals that Sub-grant Amount funds were used for any items that were not Allowable Expenses, then Subrecipient will repay those funds back to the City by the date listed by the City in the notification to the Subrecipient.
13. **Liability for Funds**. The Subrecipient will repay to the City any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, or the Granting Agency Requirements.
14. **Compliance with Federal Regulations**. The Subrecipient will comply with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes ("**OMB Requirements**"). The Subrecipient understands that Attachment "B" is only a portion of the OMB requirements and that the Subrecipient must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subrecipient understands that the City must also comply with the OMB requirements and the City depends on the Subrecipient's cooperation in order to comply with such OMB requirements. As such, the Subrecipient will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with the OMB requirements.
  - a. The Subrecipient will also comply with all requirements in Attachment "C" – Granting Agency Requirements/ESFP Humanitarian Guidance ("**Granting Agency Requirements/ESFP Humanitarian Guidance**"). Subrecipient understands that the Granting Agency may amend, supplement, or create new requirements. The City will work with the Subrecipient to ensure that the parties are aware of any additional or new requirements. Any new requirements by the Granting Agency will be incorporated into this Agreement as of the date in which the Granting Agency deems such requirements effective. Subrecipient will monitor Granting Agency publications and website for any updates.

- b. Notwithstanding anything to the contrary, the Subrecipient understands that the City is acting as a pass-through entity for distribution of the Program Funds. The Subrecipient will comply with all OMB Requirements, Program Funding Requirements, and Granting Agency Requirements that are applicable to the grantee/recipient/Non-Federal entity/Subrecipient or equivalent under federal law, regulations, and publications applicable to the Program Funds. Additionally, the Subrecipient understands and will comply with all requirements of Procurement, including but not limited to: following EFSP guidelines, federal guidelines, State of Texas guidelines, and City Purchasing policy.
15. **Monitoring.** The Subrecipient will allow the City reasonable access to inspect the Subrecipient's Offices and facilities subject to this Agreement to ensure compliance with local, state, and federal requirements. The City will provide the Subrecipient reasonable notice prior to a visit. Following a visit, the City may provide the Subrecipient with a report regarding the findings of the visit. If the City provides the Subrecipient with a report, then the Subrecipient will correct any findings and provide a written response to the City addressing the City's findings. The City and the Granting Agency or the respective designees have a right to access to monitor or request copying, mailing or electronic transmission of Subrecipient's records that are related to this Agreement. Monitoring reports will include a written report to Subrecipient documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City within **seven (7) days** from the Subrecipient's receipt of the monitoring report or audit review letter. Failure of the Subrecipient to take all actions necessary to resolve and close monitoring or audit findings within **thirty (30) days** of the monitoring report or audit review letter shall be considered breach of this Contract. The Director may grant additional time beyond the original due date provided by compliance staff to comply with the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the Director may judge to be extenuating circumstances.
16. **Post Close out.** As required under the OMB Requirements, the closeout of a Federal award does not affect any of the following:
- The right of the Granting Agency or the City to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. To the extent allowed by the OMB requirements and the Program Funding Requirements, the Subrecipient will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.
17. **Reversion of Assets.** The Subrecipient will transfer to the City any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.
18. **Protected Health Information.** If applicable by law, the subrecipient will execute a HIPAA Business Associate Agreement, attached to this Agreement.

19. **Representations and Warranties.** The Subrecipient represents and warrants that all information submitted to the City, including the initial application for funds, is true and correct. Further, the Subrecipient represents and warrants that the Subrecipient is in good legal standing with the laws of the Subrecipient’s state of incorporation, the Subrecipient is legally authorized to perform business in Texas, and the persons signing the Agreement on behalf of the Subrecipient are authorized to sign this Agreement. If Subrecipient is doing business under an assumed name, a copy of the “Assumed Name Certificate” filed with the El Paso County Clerk shall be submitted to the City prior to the execution of this agreement. The Subrecipient represents that the Subrecipient has not had any allegations or cases made against the Subrecipient related to fraud or bribery including at a criminal, civil, or administrative level.
20. **Additional Requirements.** The Attachments listed on this section and the laws and requirements referenced in the Attachments are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subrecipient will comply with all laws referenced in the Attachments as well as all the requirements listed in the Attachments incorporated to this Agreement. If there are any conflicts between any Attachment and this Agreement, then the most stringent requirement governs. Further, the parties may exercise any rights afforded under the laws referenced in the Attachments. All laws required under the Attachments to be included as part of this Agreement are incorporated and are considered to be part of this Agreement.
- a. Attachment “A” - Program Scope and Budget
  - b. Attachment “B” - 2 CFR Part 200 Contract Requirements
  - c. Attachment “C” – Granting Agency Requirements/ESFP Humanitarian Guidance
  - d. Attachment “D” – Certification Regarding Lobbying
  - e. Attachment “E” – FFATA Certification Forms
21. **Copyrights, Licenses, and Patents.** If this Contract results in a copyrightable material, the City’s approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. Nothing in this Section relieves the contractor from complying with the OMB Requirements regarding intellectual property.
22. **General Provisions.**

- a. Subcontracting. Unless allowed under the Program Scope, the Subrecipient may not subcontract any activities under this Agreement without the prior written consent of the City.
- b. No Waiver. Failure of a party to enforce any provisions of this Agreement does not constitute a waiver. Either party may enforce any provision under this Agreement at any time.
- c. Definitions/Recitals. A defined term under this Agreement appears in **bold face** print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- d. Discrimination Prohibited. Subrecipient shall comply with all laws prohibiting discrimination as further specified in Program Scope and the applicable local, state and federal requirements. Subrecipient must file the assurance required under City of El Paso Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Agreement. Subrecipient covenants that during the term of this Agreement, the Subrecipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.
- e. Compliance with Laws. Subrecipient will comply with all applicable laws while performing activities under this Agreement. Subrecipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this Agreement, if applicable.
- f. Subrecipient's Composition. Subrecipient shall notify the City in writing within thirty (30) calendar days in the event of any change in Subrecipient's ownership, organization, control and management, and non-profit tax status. Subrecipient shall, at least annually, submit to the City a list of its current membership and board of directors with their appropriate titles. The City reserves the right to terminate this Agreement if the composition of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.
- g. Independent Contractor Relationship. Nothing in this Agreement creates an employer-employee relationship between the parties. The City is not subject to any obligations or liabilities of the Subrecipient incurred in the performance of this Agreement.
- h. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subrecipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.



- r. Time of the Essence. Time is of the essence with respect to the rights and obligations of the parties as described herein.
- s. Provision of Services. Subrecipient shall provide services as described on the Program Scope attached to this Agreement as Attachment “A”. In the event that Subrecipient reasonably believes that services need to pause or stop during the term of this agreement, Subrecipient must provide notice and seek prior approval from the City in writing at least thirty (30) calendar days in advance to pause or stop of services along with a fully detailed plan to resume services. Failure to do so may result in a breach of this Agreement and thus, may lead to a reduction of sub-grant amount or termination of this Agreement if the Department Director reasonably believes that the Subrecipient has failed to comply with the terms of this clause.

(Signatures on the following page)



[Signature page for the City of El Paso]

CITY OF EL PASO:

Dionne Mack

Dionne Mack  
City Manager

APPROVED AS TO FORM:

E. Gutierrez

Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Jorge Rodriguez

Jorge Rodriguez  
Office of Emergency Management

ACKNOWLEDGMENT

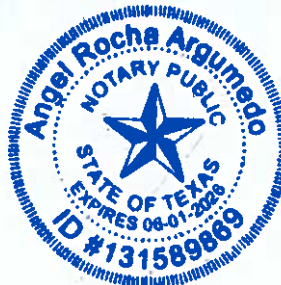
THE STATE OF TEXAS §  
  §  
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 14 day of November, 2024, by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

Angel R. Argumedo  
Notary Public, State of Texas

My commission expires:

06-01-2026



[Signature page for Subrecipient]

**SUBRECIPIENT:**



Name: Kari Lenander  
Title: Executive Director,  
Border Servant Corps., Inc.

**ACKNOWLEDGMENT**

THE STATE OF New Mexico §

COUNTY OF Dona Ana §

This instrument was acknowledged before me on this 14<sup>th</sup> day of November, 2024,  
by Kari Lenander, as Executive Director of Border Servant Corps., Inc.

  
Notary Public, State of New Mexico

My commission expires:

6-21-2026

LISA M. MONTOYA  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1121569  
COMMISSION EXPIRES: 06-21-2026



**ATTACHMENT "A"**  
**Program Scope and Budget**

**Border Servant Corps**  
**El Paso Scope of Work**  
 November 2024

**OPERATING NARRATIVE**

**VISTA NUEVA**

**Service Goals:**

- Provide safe, temporary 24/7 shelter (with an overnight capacity for 150+ migrants daily), offering essential services (meals, hygiene products, clothing, medical, travel assistance, etc.) to meet their immediate and transitional needs.
- Facilitate access to legal and employment authorization resources, expediting work authorization for eligible adults and social security cards for children.

**Responsibilities:**

- **Intake and Registration:** Conduct arrival intake for all new guests, ensuring accurate documentation and assigning sleeping arrangements.
- **Case Management:** Offer case management support for migrants, helping them connect with legal resources, travel planning, and medical services.
- **Facilities Maintenance:** Maintain cleanliness, safety, and operational readiness of shelter facilities 24/7.
- **Employment Authorization Clinics:**
  - Host regular clinics with pro bono attorneys for CBP-One migrants, assisting with paperwork to expedite employment authorization for adults to receive work permits and children to receive social security cards in 30 days or less.
  - Provide fee waivers for each application (waiving \$470-520) and mail to special USCIS mailboxes for CBP-One migrant shelters for expedited processing.
- **Coordination with Local Partners:** Liaise with local service providers, healthcare facilities, and legal aid organizations to provide referrals as needed.

**Staffing Needs:**

- Fully bilingual team (shift supervisors, intake coordinators, case managers, and custodial staff): 55 FTE.
- Daily operations: 24/7.

**Outreach and Collaboration Efforts:**

- Regular coordination meetings with local government representatives, partner NGOs, and community groups to discuss ongoing needs and resource sharing.

**PORT OF ENTRY**

**Service Goals:**

- Provides an initial reception and triage for up to 225 CBP-One migrants daily entering at the El Paso Port of Entry.
- Facilitate smooth transitions for those needing shelter or travel assistance.

**Responsibilities:**

- **Reception and Triage:** Meet arriving migrants, conduct quick assessments, and direct them to the appropriate shelter, medical facility, or travel site.

- **Immediate Assistance:** Distribute essential supplies such as water, snacks, blankets, and hygiene kits.
- **Documentation Assistance:** Reviews DHS documentation and coordinates with the Office of Field Operations for same-day documentation corrections.
- **Co-Location with USCIS:** Inputs biometrics (including fee waiver) for Employment Authorization Document.
- **Transportation Coordination:** Coordinates with BSC transport services to help migrants reach shelters or, if needed, transit hubs (airport, bus station, etc.).

**Staffing and Operations:**

- Fully bilingual coordinator and staff: 10 FTE.
- Daily reception: 9am-10pm (or later, as needed).

**Outreach and Collaboration Efforts:**

- Daily coordination OFO to coordinate safe release of CBP-One migrants.

**AIRPORT NAVIGATION**

**Service Goals:**

- Assist migrants in transit through El Paso International Airport, ensuring they successfully navigate travel logistics.
- Provide comprehensive support on both sides of TSA security to address any travel or logistical challenges.
- Provide on-the-ground support to address language barriers and offer basic travel supplies.

**Responsibilities:**

- **Travel Assistance:** Help clients with ticketing, gate navigation, and flight re-bookings if needed.
- **TSA Support:** Assist migrants both before and after TSA security, with staff fully credentialed to access all airport areas.
- **On-Call Communication:** Operate the BSC on-call phone to coordinate migrant arrivals from any location, addressing urgent issues as they arise.
- **Security Coordination:** Collaborate with airport security to address any incidents of suspicious behavior or unusual activity, ensuring the safety of migrants and airport personnel.
- **Basic Needs Support:** Provide snacks, comfort items, and information about in-airport resources.
- **Communication Support:** Aid non-English-speaking clients in communicating with airline staff or other officials.
- **Shelter Coordination:** If travel plans are delayed or need substantial adjustments, facilitate transport for migrants back to the 24/7 Vista Nueva shelter to await further travel arrangements.

**Staffing and Operations:**

- Fully bilingual coordinator and staff: 15 FTE (all staff have TSA badges to assist on both sides of TSA).
- Daily reception: 3am-8pm.

**Outreach and Collaboration Efforts:**

- Routine collaboration with airport administration, TSA, and airline representatives to ensure streamlined assistance and responsiveness to client needs.
- Monthly coordination meetings with local security personnel to discuss protocol updates and maintain readiness for any emergency situations.

**OPERATING COSTS (September 2024 El Paso Operating Expenses)**

These are the actual expenses for the month of September. These costs may increase or decrease depending on migrant flows, weather, etc.

**Vista Nueva**

● Staffing:	\$391,868
● Rent:	\$62,258
● Security:	\$52,039
● Porta Potties:	\$22,166
● Solid Waste:	\$4,171
● Utilities:	\$10,861
○ (Electric, Gas, Water, Sewer, Internet, Phone, Fire Alarm)	
● Food:	\$53,029
● Medical:	\$4,398
● Maintenance/Janitorial:	\$20,747
● Office Supplies:	\$2,765

**Port of Entry**

● Staffing:	\$65,761
● Rent:	\$3,500
● Security	
○ Covered under Vista Nueva costs	
● Utilities:	\$1,058
○ (Electric, Gas, Internet, Phone)	

**Airport**

● Staffing:	\$64,816
-------------	----------

**Administration/Overhead**

● 10% administration and overhead costs	\$75,950
---	----------

<b>TOTAL</b>	<b>\$835,450</b>
--------------	------------------

**ATTACHMENT "B"**  
**2 CFR Part 200 Contract Requirements**

## ATTACHMENT "B"

### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### **1. Remedies.**

- A. Contracts for more than the simplified acquisition threshold (\$250,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A. All remedies are stipulated in the Agreement.

#### **2. Termination for Cause and Convenience.**

- A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B. The Termination for Cause and Convenience is in the Agreement..

#### **3. Equal Employment Opportunity.**

- A. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a "federally assisted construction contract" under 41 CFR Part 60 – 1.3, then Subrecipient must comply with the following:
- (1) The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
- a. During the performance of this contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- ii. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- iii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- v. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- vi. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vii. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- viii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- ix. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- x. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (2) The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- (3) The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- (4) The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not



demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the City or the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. Davis Bacon Act and Copeland Anti-Kickback Act.**

- A. If this Agreement constitutes a prime construction contract in excess of \$2,000, then Subrecipient will comply with all requirements of the Davis-Bacon Act as supplemented by Department of Labor regulations.
- B. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the Federal awarding agency.
- C. The Subrecipient will include in contracts required under this Section to include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the Federal awarding agency.

**5. Contract Work Hours and Safety Standards Act.**

- A. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, then the Subrecipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- B. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- C. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- E. Withholding for unpaid wages and liquidated damages. The Federal Granting Agency or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- F. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**6. Rights to Inventions Made Under a Contract or Agreement.**

- A. If this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the Subrecipient will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.**

- A. If this Agreement is in excess of \$150,000 then the Subrecipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**8. Debarment and Suspension (Executive Orders 12549 and 12689)**

- A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- B. The Subrecipient represents and warrants that the Subrecipient is not listed in SAM. The Subrecipient will not enter into agreements under this Agreement with parties listed in SAM.

**9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

- A. Subrecipient will comply with 31 U.S.C. 1352. Subrecipient will file with the City a certification regarding lobbying.
- B. Subrecipient will require Contractors to comply with 31 U.S.C. 1352. Subrecipient will require Contractors that apply or bid for an award exceeding \$100,000 to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Procurement of recovered materials.**

- A. If applicable, Subrecipient will comply with 2 C.F.R. § 200.323.
- B. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11. Prohibition on certain telecommunications and video surveillance services or equipment.**

- A. If applicable, subrecipient will comply with 2 C.F.R. § 200.216
- B. Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

D. See [Public Law 115-232](#), section 889 for additional information

E. See also [§ 200.471](#).

## **12. Domestic Preferences for Procurements.**

A. If applicable, Subrecipient will comply with [2 C.F.R. § 200.322](#)

B. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(1) For 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.

**13. DHS Seal, Logo, and Flags.**

- A. The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal awarding agency pre- approval.

**14. Compliance with Federal Law, Regulations, and Executive Orders.**

- A. This is an acknowledgement that FEMA financial assistance, CARES Funds, or other federal funds will be used to fund the contract only. The Subrecipient will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives."

**15. No Obligation by Federal Government.**

- A. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

**16. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract

**ATTACHMENT “C”**  
**Granting Agency Requirements/  
ESFP Humanitarian Guidance**



The Jewish Federations  
OF NORTH AMERICA



## EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

**HUMANITARIAN RELIEF FUNDING  
GUIDANCE FISCAL YEAR 2023  
(Department of Homeland Security  
Appropriations Act, 2023 - \$350  
Million)**

### APPLICATION AND FUNDING GUIDANCE

*This document provides information and guidance for those participating, and interested in participating, in the Emergency Food and Shelter National Board Program, with Fiscal Year 2023 funding made available under the Department of Homeland Security Appropriations Act, 2023, Section 211 (Pub. L. No. 117-328), for the purposes of providing shelter and other services to families and individuals encountered by the U.S. Department of Homeland Security.*

**701 North Fairfax Street  
Alexandria, Virginia 22314**

**703.706.9660 - Phone**

**703.706.9677 - Fax**

**suppfund@uww.unitedway.org**

**www.efsp.unitedway.org**



# TABLE OF CONTENTS

- FOREWORD .....3
- PREAMBLE .....4
- OVERVIEW .....4
- UPDATES TO EFSP-HUMANITARIAN GUIDANCE .....4
- HUMANITARIAN REIMBURSEMENT APPLICATION PROCESS .....8
- HUMANITARIAN ADVANCED FUNDING REQUEST PROCESS .....10
- FISCAL AGENT/FISCAL CONDUIT – HUMANITARIAN FUNDING RESPONSIBILITY .....11
- ELIGIBLE APPLICANTS .....12
- ELIGIBLE SERVICES AND REQUIRED DOCUMENTATION .....12
  - PRIMARY SERVICES .....12
  - SECONDARY SERVICES .....17
  - ADMINISTRATIVE SERVICES .....18
  - EQUIPMENT AND ASSETS SERVICES .....19
  - TRANSPORTATION SERVICES .....20
- PAYMENT METHOD .....23
- INELIGIBLE SERVICES .....23
- QUICK REFERENCE CHART OF REIMBURSEMENT OPTIONS .....24
- REPORTING .....26
- COMPLIANCE RESOLUTION .....26
- PAYMENT RELEASE .....26
- GLOSSARY .....27
- LOCAL PROVIDER APPLICATION FORFY 2023 HUMANITARIAN RELIEF FUNDING .....29
- FY2023 HUMANITARIAN RELIEF FUNDING REIMBURSEMENT REPORT .....33
- LOCAL RECIPIENT ORGANIZATION CERTIFICATION .....34
- CERTIFICATION REGARDING LOBBYING .....35
- HUMANITARIAN RELIEF FUNDING SPREADSHEET GUIDANCE .....36
- HELP DESK TECHNICAL ASSISTANCE .....46
- GRANT AGREEMENT ARTICLES, FINANCIAL TERMS AND CONDITIONS AND OTHER TERMS AND CONDITIONS .....47

## FOREWORD

The Emergency Food and Shelter Program (EFSP) National Board (hereafter, National Board) is pleased to announce this guidance for FY 2023 humanitarian relief funding made available under the *Department of Homeland Security Appropriations Act, 2023, Section 211*, for the purposes of providing shelter and other services to families and individuals encountered by the U.S. Department of Homeland Security (DHS). Unless directed otherwise, these funds are intended for nonprofit, faith-based, or governmental organizations that provide eligible services to families and individuals encountered by DHS.

### Categories of Service

Emergency Food and Shelter Program – Humanitarian Funding is available for eligible expenses in five categories of service.

- **Primary** - includes only food and shelter for families and individuals encountered by DHS;
- **Secondary** – includes, but is not limited to, health/medical services for families and individuals encountered by DHS;
- **Administrative** - includes, but is not limited to, permanent and temporary staff overtime, and postage in support of families and individuals encountered by DHS;
- **Equipment and Assets** – includes purchases and leases, and necessary renovations to make facilities that serve families and individuals encountered by DHS safe, sanitary, and compliant with local codes and the Americans with Disabilities Act (ADA); and
- **Transportation** – includes local and long-distance travel (e.g., taxi, bus, air, train) for families and individuals encountered by DHS and for agency staff that may be required to assist them while traveling.

**See Eligible Services and Required Documentation for detail regarding categories of service and eligible expenses.**

### Technical Assistance

Pre-recorded trainings and Help Desk assistance are available to guide Local Boards (LB), State Set-Aside Committees (SSA) acting as Local Boards, and applicant agencies through the process. The pre-recorded trainings are available on the EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org). Select **Humanitarian Funding Info** tab on the homepage for access to the list. Questions related to the funding may be directed to EFSP staff at [suppfund@uww.unitedway.org](mailto:suppfund@uww.unitedway.org) or 703-706-9660, option 6.

## PREAMBLE

The Federal Emergency Management Agency (FEMA) has awarded to the Emergency Food and Shelter National Board Program \$350 million to help defray the costs that state and Local Recipient Organizations (LROs) (non-profit, faith-based, and governmental) have incurred, or may incur, in providing shelter and other services to families and individuals and who have been recently encountered by the Department of Homeland Security (DHS).

The National Board is composed of representatives from American Red Cross, Catholic Charities USA, The Jewish Federations of North America, National Council of the Churches of Christ in the USA, The Salvation Army, United Way Worldwide, and FEMA, with FEMA serving as the board chair. Congress chose the EFSP to disburse these humanitarian funds for providing relief to families and individuals because of the program's established mission in supplementing and expanding the ongoing work of local social service organizations, both non-profit and governmental, to provide shelter, food, and supportive services to those who are, or who are at risk of becoming, homeless and/or hungry. The program's existing grant fund delivery structure and public-private partnership made it a viable means for providing funds quickly to organizations providing humanitarian relief to families and individuals encountered by DHS.

**The National Board strongly encourages collaboration among nonprofit and governmental organizations to ensure a whole community approach in assisting families and individuals encountered by DHS.**

## OVERVIEW

Eligible organizations providing shelter, food, transportation, basic health and first aid (including COVID-19 testing) and other supportive services to families and individuals encountered by DHS may apply for funding. Funding is prioritized for those service organizations at the Southern Border (to include maritime entrances) where the greatest emergency needs are expected to be met. Organizations outside of the Southern Border may also be eligible for funding, if they assist families and individuals encountered by DHS by providing them extensive humanitarian services to meet emergency need. Current or former EFSP participation is not a requisite for participation.

Only eligible nonprofit, faith-based, or government service organizations may apply for funds. To receive an award for eligible services already provided, agencies must document their expenditures.

**Any agency that did not provide services to families and individuals encountered by DHS will not be considered to receive funds.**

## UPDATES TO EFSP-HUMANITARIAN GUIDANCE

Below are major updates in this version of the guidance for eligibility, key dates and additional clarifications.

- **Application Deadlines:** Both reimbursement applications and all HAFR/Advance requests will be due by **April 2, 2023**.
- **Eligible Reimbursement Period:** Per the authorizing legislation, the National Board may accept to extend the eligible reimbursement period back to July 1, 2022. The updated guidance states that the application period for reimbursement is **March 3, 2023 – April 2, 2023** and the eligible expenditures period is January 1, 2023 – February 28, 2023. However, the guidance allows exceptions for applicants to apply for reimbursement if they meet all the following criteria:
  - Fulfills all requirements to be an eligible EFSP-H applicant;
  - Provided eligible services to individuals and families encountered by DHS for the reimbursement period from July 1, 2022-December 31, 2022 or some part thereof;
  - Did **NOT** receive EFSP humanitarian funding (reimbursement or HAFR funding from EFSP) for at least one quarter of the eligible period (July 1, 2022- December 31, 2022) either as a direct LRO, a Fiscal Agent, or a subrecipient;
  - Only submits costs for reimbursement that were not funded through EFSP or other federal funding;

- Submits a complete application with all required documentation and records.
- **HAFR/Advance Funding:** This application type now has a deadline of **April 2, 2023** instead of a rolling deadline. In addition, a template for this application type was created and will be available on EFSP's site. Further clarification was added that applicants submitting advance funding can also include requests for reimbursements for the period of July 1, 2022 to December 31, 2022 as long as the reimbursement portion (July 1, 2022 – December 31, 2022) of requests meet the above criteria.
- **Maritime Eligibility:** Language was updated to state Southern border instead of Southwest border throughout document to allow maritime migrants from California, Texas, Louisiana, Mississippi, Alabama, and Florida in addition to migrants entering through the Southern land border encountered by DHS.
- **Documentation Requirements:** New language has been added to clarify documentation requirements for LROs and Fiscal Agents to maintain. "Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals first and last names to verify eligibility of individuals served."
- **Definitions:** New definitions added to glossary for following terms
  - **DHS Encounter** - Interaction with DHS that results in a non-citizen receiving an Alien Identification Number.
  - **Southern Border** - The entire southern international border of the United States (California, Arizona, New Mexico, Texas) to include maritime borders of Texas, Louisiana, Mississippi, Alabama, and Florida.

## KEY PROGRAM DATES

On **March 3, 2023**, the National Board notified Local Boards (LB) and State Set-Aside Committees (SSA) acting as Local Boards by email of the pending application periods for reimbursement for eligible expenses incurred during the period **January 1, 2023 through February 28, 2023** and Humanitarian Advance Funding Requests (HAFR).

Key dates for the humanitarian program are:

**Funds Awarded to EFSP National Board: March 3, 2023**

**National Board Notification of Funding Availability: March 3, 2023**

**Eligible Reimbursement Period: 01/01/2023 – 02/28/2023\***

**Application Period: 03/03/2023 – 04/02/2023**

- **LRO/FA Submission to LB/SSA of Reimbursement Requests or HAFRs: 04/02/2023**
- **LB/SSA Submission of LRO/FA Reimbursement Requests or HAFRs to NB: 04/07/2023**

**National Board Notification of Award to Recipient: No later than May 31, 2023**

**Payment to LRO/FA:** Not later than 10 business days after award notification

**LRO** – Local Recipient Organization

**FA** – Fiscal Agent

**LB** – Local Board

**SSA** – State Set-Aside Committee

**NB** – National Board

**\*REIMBURSEMENT PERIOD EXCEPTIONS:** Some eligible applicants may be able to apply for reimbursements from July 1, 2022 – December 31, 2022 if they meet the criteria for exception included in the Humanitarian Reimbursement Application Process section on Page 8.

**UPDATE TO GUIDANCE:** The National Board has made a significant change to its process for the review of applications and HAFRs submitted for funding. **Unlike during previous application periods, there is now a set deadline for all applications and HAFRs to be submitted after which the Local Boards and subsequently the National Boards will begin review of the applications and HAFRs.** Local Boards and LROs will be given one opportunity to provide missing documentation or answer questions related to application submissions. The National

Board will review and make award decisions based on the information provided to support agency application submissions for eligible expense reimbursement. Expenses that are not completely documented will not be reimbursed.

**IMPORTANT:** Failure to meet any program deadlines will cause applications for reimbursement and HAFRs to not qualify for funding, and documentation not received in support of awarded funds may cause significant delays in the receipt of agencies' payments.



## **NATIONAL BOARD EXPECTATIONS OF LOCAL BOARDS & STATE SET-ASIDE COMMITTEES**

### **Local Boards**

A Local Board mirrors the composition of the National Board and is the governing body for the local EFSP in the county or city it serves. Local Boards should broadly share information with non-profit, faith-based, and governmental service organizations in their communities via their networks, coalitions, organizational websites, and social media (e.g., Facebook, Instagram), as appropriate, regarding this funding opportunity. Information is intended to reach **all agencies** regardless of whether they have participated in EFSP in the past. Local Boards must use every opportunity possible to advertise the funding availability to the agencies in their community. They may advertise in a local newspaper to notify agencies prior to the application period. If Local Boards choose to submit HAFRs for funding consideration, agencies must be advised of the decision so that they may submit information for consideration in the requests. Costs incurred for advertisement of the funding opportunity may be reimbursed under the **Administrative Services** category.

The Local Board represents the interests of community needs and shall review applications received from service agencies for completeness and eligibility and submit the applications for each agency to the National Board for review and award determination.

### **State Set-Aside Committees**

The SSA Committee, which mirrors the composition of the National Board, represents state-wide interests and functions as a Local Board for any state-wide agency application for humanitarian relief funding. Each SSA Committees should contact the governor's office of their state to advise of the funding opportunity. SSA Committees will review all applications received and submit them to the National Board for review and award determination. If SSA Committees acting as a Local Board choose to submit HAFRs for funding consideration, agencies must be advised of the decision so that they may submit information for consideration in the requests.

## **NATIONAL BOARD PRIORITIES FOR AWARD DETERMINATION**

Because Emergency Food and Shelter Humanitarian Relief is a competitive grant program, no application or HAFR is guaranteed an award. Priority will be given to communities expected to have been most impacted by humanitarian relief needs and in which the level of direct services provided by their non-profit, faith-based, and governmental organizations to families and individuals encountered by DHS was highest. Based on the level of demand or availability of funding, an award may be less than the full dollar amount requested, even if the full amount requested is for eligible expenses.

In making award determinations, the National Board will use several factors to prioritize awards, including:

- Migrant release data received from Immigration Customs Enforcement (ICE)/Customs and Border Protection (CBP)
- Proximity to ICE and CBP facilities performing releases
- Number of eligible individuals encountered by DHS served
- Information that organizations provided on the direct costs incurred in serving families and individuals encountered by DHS
- Subject matter expertise and discretion of the National Board
- Any other information and guidance that may be applicable to determining awards
- Sufficiency of available funding

**Funding is prioritized for those service organizations at the Southern Border (to include maritime entrances) where the highest emergency needs are expected to be met. Organizations outside of the Southern Border, that provide humanitarian services to families and individuals encountered by DHS traveling to their destinations, may also be eligible for funding.**

### **National Board Review**

The National Board will review and make award determination of the submitted applications for reimbursement and HAFRs once the **April 2, 2023** deadline has passed and will notify recipients of award no later than May 31, 2023. If the National Board has any questions or concerns about the applications and HAFRs, National Board staff at United Way Worldwide (UWW) will seek clarification and/or revisions from the Local Boards or SSA Committees acting as Local Boards. All questions and concerns must be addressed promptly or the applications and HAFRs may not qualify for funding. **Local Boards, Fiscal Agents, SSA Committees acting as Local Boards, and LROs, will be allowed no more than 10 business days to respond to National Board staff at UWW requests for clarification or revisions.** Any questions regarding supporting documentation submitted with applications will be sent to the Local Board or SSA Committee acting as a Local Board, and LRO. National Board staff at United Way Worldwide (UWW) will work with Local Boards, Fiscal Agents or SSA Committees acting as Local Boards, and LROs, to get resolution to questions as expeditiously as possible.

The National Board anticipates funding award notifications will be sent to Local Boards and SSA Committees acting as Local Boards not later than 10 business days after decisions are made.

## **HUMANITARIAN REIMBURSEMENT APPLICATION PROCESS**

Local Recipient Organizations (LROs) may apply for humanitarian relief funds to reimburse for eligible expenses incurred from providing services to families and individuals encountered by DHS during the period **January 1, 2023 through February 28, 2023** through the EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org), under the [Humanitarian Funding Info](#) tab.

The National Board will notify Local Boards and SSA Committees acting as Local Boards, via email, of the application period from **March 3, 2023 to April 2, 2023**. Organizations, including governmental service agencies, will apply through their Local Board or SSA Committee acting as a Local Board. Funding requests from service organizations will be submitted by the application portal to the Local Board or SSA Committee Acting as a Local Board for the jurisdiction (city or county) in which the applicant agencies provide services. If an agency is seeking funds in more than one jurisdiction, separate applications must be submitted to the Local Boards of the respective jurisdictions. Organizations may access Local Board and SSA Committee contact information by clicking on [Humanitarian Funding Info tab on the EFSP website](#). After review, Local Boards and SSA Committees acting as Local Boards submit the applications via the website to the National Board for review and award determination.

### **Key Dates**

**Eligible Reimbursement Period:** 01/01/2023 – 02/28/2023 (some exceptions allowed if applicant is qualified)

**Application Period:** **03/03/2023 – 04/02/2023**

- LRO Submission via [www.efsp.unitedway.org](http://www.efsp.unitedway.org): **04/02/2023**
- Local Board/State Set-Aside Committee Acting as Local Board Submission to National Board: 04/12/2023

## **EXCEPTION FOR LENGTHENED REIMBURSEMENT ELIGIBLE PERIOD**

Select applicants may be eligible to submit for reimbursement from **July 1, 2022 through December 31, 2022** if they meet the following criteria:

- Fulfills all requirements to be an eligible applicant;
- Provided eligible services to individuals and families encountered by DHS for the reimbursement period

from July 1, 2022 - December 31, 2022 or any part thereof;

- Did **NOT** receive reimbursement or HAFR funding from EFSP for at least one quarter of the eligible period (July 1, 2022- December 31, 2022) either as a direct LRO, a Fiscal Agent, or a subrecipient;
- Only submits costs for reimbursement that were not funded through other EFSP funding;
- Have the required documentation and records required of LROs to be eligible for reimbursement requests and maintain sufficient documentation for audit purposes.

To apply for the exception please provide written responses to the above criteria and documentation that proves that the applicant is qualified in addition to the full reimbursement application via [www.efsp.unitedway.org](http://www.efsp.unitedway.org).

Note that National Board will prioritize applicants for the reimbursement period exception who have not received any funding for the entire eligible period and that exceptions are not guaranteed and are subject to availability of funding.

**IMPORTANT: LROs may submit applications during the Application Period for eligible expenses incurred only during the Eligible Reimbursement Period.** Expenses incurred outside of the Eligible Reimbursement Period are not eligible for reimbursement. Applications submitted via the EFSP website during the application period of January 2, 2023 through February 17, 2023 for the period of October 1, 2022 to December 31, 2022 reimbursement funding do not need to be resubmitted.

Local Boards and SSA Committees acting as Local Boards may submit administrative expenses incurred up to 5 calendar days after the closing of the application period for work involved in the completion and submission of the application to the National Board.

#### **Other Application Information**

Local Recipient Organizations must be nonprofit, faith-based, or governmental and provide eligible services to families and individuals encountered by DHS. All LROs must have a Federal Employer Identification Number (FEIN) and a Unique Entity Identifier (UEI) number to apply for funding. LROs that previously were issued a Data Universal Number System (DUNS) number have been automatically assigned a UEI number. LROs that were not previously issued a DUNS number must apply for, and have, a UEI number, as part of their application. The National Board cannot make a subaward to a subrecipient unless and until the agency has obtained and provided the National Board a UEI number.

#### **Documentation**

Requests for reimbursement must be supported by proof of payment (e.g., cancelled check, credit card statement, etc.) or a receipt reflecting the purchase. Only one of these may be required. A copy of the payment to a LRO's credit card company is not necessary for expenditures made with the LRO's credit card. LROs must also maintain documentation that can be used to verify that expenditures were provided to families and individuals encountered by DHS for potential auditing purposes.

#### **National Board Reimbursement Application Review Process**

The National Board will review all reimbursement applications upon receipt to determine eligibility. Local Boards and SSA Committees acting as Local Boards will be notified of the National Board's award decisions and their LROs' award amounts.

#### **Reimbursement Payment Release**

Payment disbursement to the LROs will be made not later than 5 business days of the notifications, given all required documentation has been received by the National Board. Prior to the release of funds, LROs must submit a completed and signed LRO Certification and, if \$100,000 or more is awarded, a completed and signed Lobbying Certification. Both certifications will be available to LROs in the application process. Direct bank deposits will be made to the LROs' accounts.

#### **Use of HAFR to Request Reimbursement**

Local Recipient Organizations represented by a Fiscal Agent may apply for funding for projected eligible expenses by submitting a Humanitarian Advanced Funding Request (HAFR) but it cannot include any expenses for which they received reimbursement. See next section.



## HUMANITARIAN ADVANCED FUNDING REQUEST PROCESS

The National Board has implemented a funds-delivery method based on the submission of Humanitarian Advanced Funding Requests (HAFRs) to expedite the release of funds for eligible prospective or advance costs by nonprofit, faith-based, and governmental organizations providing shelter and other services to families and individuals encountered by DHS.

### Key Dates

**Eligible Period:** 01/01/2023– 12/31/2023\*

**Application Period:** 03/03/2023 – 04/02/2023

- Fiscal Agent Submission to National Board via [www.efsp.unitedway.org](http://www.efsp.unitedway.org): 04/02/2023

\*Humanitarian Advanced Funding requests may also include requests for costs incurred between July 1, 2022 through December 31, 2022, however, applicants seeking to include reimbursement costs from this period in their request must meet the following criteria:

- Fulfills all requirements to be an eligible applicant;
- Provided eligible services to individuals and families encountered by DHS for the reimbursement period from July 1, 2022-December 31, 2022 or any part thereof;
- Did **NOT** receive reimbursement or HAFR funding from EFSP for at least one quarter of the eligible period (July 1, 2022- December 31, 2022) either as a direct LRO, a Fiscal Agent, or a subrecipient;
- Only submits costs for reimbursement that were not funded through other EFSP funding;
- Have the required documentation and records required of LROs to be eligible for reimbursement requests and maintain sufficient documentation for audit purposes.

To apply for the exception please provide written responses to the above criteria and documentation that proves that the applicant is qualified in addition to the full HAFR application via [www.efsp.unitedway.org](http://www.efsp.unitedway.org).

Note that National Board will prioritize applicants for the reimbursement period exception who have not received any funding for the entire eligible period and that exceptions are not guaranteed and are subject to availability of funding.

### What Is A Humanitarian Advanced Funding Request (HAFR)?

A HAFR is a request prepared by the Fiscal Agent seeking prospective or advanced funding from the National Board to provide funds to local social service organizations for eligible expenses based on program guidelines. Only Fiscal Agents may submit HAFRs to the National Board. Service providers cannot submit HAFRs directly to Local Boards, SSA Committees acting as Local Boards, or to the National Board.

### What Should be Included in a Humanitarian Advanced Funding Request (HAFR)?

- The National Board has provided a template for advance funding requests that can be used as guidance for Fiscal Agents on the EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org).
- Please note this is simply a template and does not preclude the applicant from providing additional information.

### What Are the Benefits of a Humanitarian Advanced Funding Request?

- HAFRs allow Fiscal Agents to seek funding for eligible organizations providing services collectively, in a single request.
- The organizations benefitting from the funding do not submit requests directly to the National Board; they provide necessary information to the Fiscal Agent to make a request on their behalf for anticipated expenditures of all eligible services.
- HAFR requests help to expedite funding to local communities and service providers.

### How Are Humanitarian Advanced Funding Requests Submitted to the National Board?

- HAFRs are submitted to the National Board via the EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org).
- To submit the requests to the National Board, Fiscal Agents will need to sign into the EFSP website with their user ID and password.

- After signing in, the Fiscal Agent will select **Humanitarian Funding Advanced Funding Request** from the menu on the left of the screen.
- The Fiscal Agent will enter all information to complete the request.
- After completing the HAFRs, Fiscal Agents must submit them via the website to the National Board for funding consideration.

**Below is additional information regarding the use of the HAFR method for award consideration of the humanitarian relief funds.**

- Prior EFSP participation is not a requisite.
- To participate, eligible organizations must provide, humanitarian relief to families and individuals encountered by DHS.

**The HAFR portal on [www.efsp.unitedway.org](http://www.efsp.unitedway.org) will be available from March 3, 2023 until April 2, 2023 for submission of HAFRs. Only Fiscal Agents may submit HAFRs to the National Board. The National Board sends notices of award to Local Boards and SSA Committees as it reviews and approves HAFRs.**

#### **National Board HAFR Review Process**

The National Board will review all HAFRs after the application deadline to determine eligibility. Fiscal Agents will be notified of the National Board's award decisions. HAFRs must be submitted by the application deadline, **April 2, 2023** to be considered by the National Board.

**Fiscal agents will be informed by the National Board of the applications' approval and the award amounts.**

#### **HAFR Payment Release**

Payment disbursement for all HAFRs will be made directly to the Fiscal Agent/Fiscal Conduit (see Fiscal Agent/Fiscal Conduit – Humanitarian Funding Responsibility section below) based upon instructions in the request and if approved by the National Board.

## **FISCAL AGENT/FISCAL CONDUIT – HUMANITARIAN FUNDING RESPONSIBILITY**

Fiscal Agents may request funding via the HAFRs process for LROs in a jurisdiction. The Fiscal Agent will pay vendors or subrecipient organizations for services provided to families and individuals encountered by DHS at the Southern Border. Fiscal Agents are members of the Local Board or a governmental organization. Additionally, the Fiscal Agent must be approved by the National Board Secretariat, United Way Worldwide.

The Fiscal Agent/Fiscal Conduit is the agency responsible for the receipt of funds, disbursement of funds to recipient agencies and vendors, documentation of funds received, verification of all subrecipients eligibility to receive funds, and maintenance of all required documentation to ensure funds are spent on eligible uses. The Fiscal Agent/Fiscal Conduit must meet all requirements of an LRO and be a member of the Local Board. The Fiscal Agent/Fiscal Conduit may reimburse subrecipient organizations for expenses incurred, if requested and approved by the National Board.

Local Boards may wish to use a Fiscal Agent/Fiscal Conduit when they desire to fund an agency that does not have an adequate accounting system but still meets all other criteria.

**The Fiscal Agent/Fiscal Conduit arrangement must be determined and arranged prior to submission of Advanced Funding Requests (HAFRs). Fiscal Agents/Fiscal Conduits will be held accountable for compliance with program requirements. Fiscal Agent/Fiscal Conduits must provide a list of the agencies supported through HAFRs to the National Board staff at UWW along with their application.**

**Fiscal Agents and subrecipient organizations must be approved by the National Board Secretariat.**

#### **Subrecipient Requirements**

Any agency supported through a Fiscal Agent/Fiscal Conduit must have its own Federal Employee Identification Number (FEIN). (This IRS form [SS-4] may be obtained on the IRS website, [Link for FEIN - www.irs.gov](http://www.irs.gov).) FEIN numbers are issued by the Internal Revenue Service (IRS) at no cost.

Agencies funded under a Fiscal Agent/Fiscal Conduit must also have or obtain a Unique Entity Identifier (UEI) issued by SAM.gov. (Instructions may be obtained from, [Link to apply for UEI](#) – <https://sam.gov>.) The UEI number and other relevant information must be provided to the Fiscal Agent.

## ELIGIBLE APPLICANTS

Service agencies that wish to be considered for an award must:

- Be a nonprofit, faith-based, or governmental entity that provided, or will provide, humanitarian relief in the form of shelter and other direct services to families and individuals encountered by DHS at the Southern Border.
- Submit completed applications with required documentation.
- Provide the agency's Unique Entity Identifier (UEI). All agencies applying for this funding opportunity must have a UEI. UEIs are requested in, and assigned by, the System for Award Management (SAM.gov). If an agency already had a DUNS number, the transition to the UEI has been done automatically. For more information, visit [SAM.gov](#) or the Federal Service Desk, FSD.gov.
- Provide the agency's Federal Employer Identification Number (FEIN) - All agencies applying for this funding opportunity must have a FEIN number. FEIN numbers are issued by the Internal Revenue Service (IRS) at no cost. Link for FEIN <http://www.irs.gov>
- Apply before the April 2, 2023 deadline. The application will be available via the EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org), under the [Humanitarian Funding Info](#) tab.

Service agencies without a UEI or FEIN number must obtain them before submitting applications to the National Board. **Service agencies that do not have these numbers will not receive an award.**

**Any agency that participated in the EFSP in the past and has outstanding compliance exceptions must resolve them prior to the release of funds. For questions about compliance status, see the Compliance Resolution section of this document.**

## ELIGIBLE SERVICES AND REQUIRED DOCUMENTATION

Emergency Food and Shelter Humanitarian Relief funding is available for five service categories: **Primary Services** (e.g., food, shelter), **Secondary Services** (e.g., health/medical services), **Administrative Services** (e.g., staff time, postage), **Equipment and Assets Services** (e.g., necessary renovations to agency-owned facilities such as bathrooms and showers), and **Transportation Services** (e.g., taxi, bus, air, train). All expenditures made by agencies must fall within one of these categories. Primary Services will be considered for reimbursement first. Should funds remain, Secondary Services, Administrative Services, Equipment and Assets Services, and Transportation Services will be considered. Agencies may apply for funding in each category.

Service organizations must request bids from a minimum of 3 vendors for any contract valued at \$10,000 or more, or they must follow their own agency's procurement guidelines, whichever is the most restrictive. The lowest bid received should be accepted to provide services.

### PRIMARY SERVICES

Primary Services of food and shelter provided by **nonprofit and faith-based organizations** that provided food and shelter to families and individuals encountered by DHS will be reimbursed using either the per capita rate or the per meal rate or per diem shelter rate. All agencies may request funding for hotel/motel nights of shelter based on actual costs. If actual costs for any type of service are requested for reimbursement, the expenditures must be documented with proof of payment (cancelled check, credit card statement, etc.) or itemized receipt that substantiates the service provided. Only nonprofit and faith-based organizations may use the per capita rate or per meal rate or per diem shelter rate. Government agencies may only be reimbursed or awarded funds based on actual expenditures. Services such

as the provision of meals for agency staff who are assisting families and individuals encountered by DHS are ineligible, regardless of whether the agency is nonprofit, faith-based, or governmental.

Primary Services provided by nonprofit and faith-based organizations that are for eligible indirect services other than for food and/or shelter such as cookware, utensils, facility utilities will be reimbursed based on actual expenditures. To receive reimbursement, daily logs of individuals served, and documentation of proof of payment (cancelled check, credit card statement, etc.) or receipts substantiating services provided, must be submitted. Please reference *Primary Services Expenditures - Government Agencies and Non-Governmental/Faith-Based Agencies That Are Providing Indirect Services* on page 14 for detail.

**PER CAPITA RATE:** A per capita rate will be used to allow applicant agencies to request reimbursement for eligible expenditures to provide humanitarian relief to families and individuals encountered by DHS, without requiring the submission of documentation (spreadsheets, proof of payment, or receipts, etc.) with the application. The per capita rate may not cover all expenses incurred, but the substantiating expenditure documentation with the application will be waived. However, it is critical to know that all expenditures are subject to audit, regardless of documentation submission. Documentation must be maintained and may be requested at any time by the National Board or program auditors.

Please read the following for more detail about the per capita rate:

- A per capita rate (i.e., per person rate) of \$28.50 is allowed for each unique individual encountered by DHS who was provided Primary Services (both food and shelter) and Secondary Services (support items).
- Only nonprofit and faith-based organizations that provided Primary Services (both food and shelter) and Secondary Services (support items) for each unique individual encountered by DHS is eligible to use the per capita (per person) rate on a one-time only basis, regardless of the number of meals or nights of shelter provided.
- The per capita rate is inclusive of all services provided; reimbursement will be made to agencies based on the number of unique individuals multiplied by the rate (e.g., *100 unique individuals encountered by DHS x \$28.50 per capita = \$2,850*).

**Documentation Required:**

- A log of unique individuals encountered by DHS served must be provided with the application. Please reference the Spreadsheet Guidance on page 31 for detail.
- Local Boards must support the request from agencies to use the per capita rate for reimbursement. The local government may also send a letter to the Local Board stating support for agencies asking for reimbursement using the per capita rate.
- While supporting documentation is not required with the application, agencies must maintain documentation that can verify that families and individuals served were eligible for funding from this program for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility. Please reference the *Grant Agreement Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* on page 50 for detail.

**IMPORTANT:** 1) If an agency provided only food or only shelter under Primary Services or only Secondary Services (support items), the agency is not eligible to use the per capita rate. The agency must use the per meal rate for food services, the per diem shelter rate for shelter services, or both rates. 2) Expenses made in the Equipment and Assets Services category and Transportation Services category are not included in the per capita rate. Agencies must apply for these expenses separately in the application. The services must be documented based on actual costs.

**PER MEAL RATE:** The per meal rate allows organizations to request reimbursement for eligible food service expenditures made to provide food or meals to families and individuals encountered by DHS, without requiring



the submission of documentation (spreadsheets, proof of payment, or receipts) with the application. The per meal rate may not cover all expenses incurred but having to provide substantiating expenditure documentation with the application will be waived. However, it is critical to know that all expenditures are subject to audit, regardless of documentation submission. Documentation must be maintained and may be requested at any time by the National Board or program auditors.

Please read the following for more detail about the per meal rate:

- A per meal rate of \$3.00 will be used for each meal provided.
- Only nonprofit organizations and faith-based organizations that provided food services for families and individuals encountered by DHS are eligible to use the per meal rate.
- All food expenses will be reimbursed using the per meal rate; reimbursement will be made to agencies based on the number of meals provided multiplied by the rate (e.g., 100 meals x \$3.00 per meal rate = \$300).

**Documentation Required:**

- A daily log of meals served must be provided with the application. Please reference the *Spreadsheet Guidance* on page 31 for detail.
- While supporting documentation is not required with the application, agencies must maintain documentation that can verify that families and individuals served were eligible for funding from this program for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility. Please reference the *Grant Agreement Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* on page 50 for detail.
- If the log and documentation received do not support the request, the National Board reserves the right to move the request to the per capita rate option if it is deemed more beneficial to an agency.

**IMPORTANT:** Expenses in the Secondary Services, Administrative Services, Equipment and Assets Services, and Transportation Services are not included in the per meal rate. Agencies must apply for these expenses separately in the application. The services must be documented based on actual costs.

**PER DIEM SHELTER RATE:** The per diem shelter rate will allow organizations to request reimbursement for eligible expenditures made to provide shelter services to families and individuals encountered by DHS, without requiring the submission of documentation (spreadsheets, proof of payments, receipts, etc.) with the application. The per diem shelter rate may not cover all expenses incurred, but substantiating expenditure documentation with the application will be waived. However, it is critical to know that all expenditures are subject to audit, regardless of documentation submission. Documentation must be maintained and may be requested at any time by the National Board or program auditors.

Please read the following for more detail about the per diem shelter rate:

- A per diem shelter rate of \$12.50 will be used for each night of shelter provided.
- Only nonprofit organizations that provided shelter services for families and individuals encountered by DHS are eligible to use the per diem shelter rate.
- All shelter expenses will be reimbursed using the per diem shelter rate; reimbursement will be made to agencies based on the number of shelter nights provided multiplied by the rate (e.g., 50 shelter nights x \$12.50 per diem shelter rate = \$625).

**Documentation Required:**

- A daily log of shelter nights provided must be submitted with the application. Please reference

the *Spreadsheet Guidance* on page 31 for detail.

- While supporting documentation is not required with the application, agencies must maintain documentation that can verify that families and individuals served were eligible for funding from this program for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility. Please reference the *Grant Agreement Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* on page 50 for detail.
- If the log and documentation received do not support the request, the National Board reserves the right to move the request to the per capita rate option if it is deemed more beneficial to an agency.

**IMPORTANT:** Expenses in the Secondary Services, Administrative Services, Equipment and Assets Services, and Transportation Services are not included in the per diem shelter rate. Agencies must apply for these expenses separately in the application. The services must be documented based on actual costs.

**HOTEL/MOTEL ACTUAL COSTS:** Agencies may request reimbursement based on actual costs for hotel/motel nights of shelter provided for families and individuals encountered by DHS. The actual costs include each hotel/motel night of shelter provided. Hotel/motel room costs used to provide service may not exceed the rate set by the [U.S. General Services Administration](#) (GSA) for the location plus necessary taxes and fees.

Hotel/motel service provided for non-COVID related shelter is limited to 5 days per individual or family, or 30 days if the individual or family has no sponsor.

Acceptable documentation to support hotel/motel actual costs for nights of shelter provided includes the following:

- Daily count of persons provided nights of shelter.
- Spreadsheet reflecting expenses incurred. Please reference the *Spreadsheet Guidance* on page 31 for detail.
- Receipts from vendors reflecting nights of shelter provided, date and costs (e.g., hotel portfolio).
- Proofs of payment to vendors for nights of shelter provided.

## **PRIMARY SERVICES EXPENDITURES - GOVERNMENT AGENCIES and NON-GOVERNMENTAL/FAITH BASED AGENCIES THAT ARE PROVIDING INDIRECT SERVICES**

**GOVERNMENT AGENCIES:** Primary Services of food, shelter and related expenses will be paid to government agencies based on actual expenditures incurred.

Nonprofit and faith-based organizations that provided eligible indirect services (supportive services or eligible items given by organizations that did not directly serve families and individuals encountered by DHS to other organizations that provided the direct services). other than for food and/or shelter will be reimbursed based on actual expenditures. To receive reimbursement, daily logs of families and individuals encountered by DHS served, and documentation of proof of payment (cancelled check, credit card statement, etc.) or itemized receipts substantiating services provided must be submitted.

**FOOD BANKS:** Food banks may request reimbursement for food and other eligible items that were indirectly provided to support families and individuals encountered by DHS. To receive reimbursement, food banks must meet the following criteria:

- Have made eligible expenditures within the allowable spending period (see Key Dates) and have not received reimbursement for any of those expenses (e.g., agencies receiving the items did not pay the food bank or indirect provider).
- Have incurred expenses that can be documented.

- Must not have received reimbursement for the expenditures (e.g., agencies receiving the items did not pay the indirect provider).

Food banks will be reimbursed for either direct eligible expenditures which were not reimbursed by other organizations or by the total pounds of food provided to agencies for the indirect support of services to families and individuals encountered by DHS. Any expenses that were covered under the maintenance fee required of member organizations are not eligible for reimbursement. Please note the following requirements in support of reimbursements to food banks:

- Reimbursement for direct eligible expenditures must include receipts or proof of payment to vendors.
- Reimbursement for indirect eligible expenditures without itemized receipts or proof of payment will be made based on the pounds of eligible items provided to other organizations at a set rate to be determined by the National Board.
- Agencies that provided supportive services but did not directly serve families and individuals encountered by DHS may receive reimbursement for eligible expenditures. Purchases of eligible items given to other organizations that provided the direct services to families and individuals encountered by DHS may be reimbursed. Indirect providers may be reimbursed for the replacement costs of items (e.g., cots, blankets, hygiene kits, health/medical supplies) given to agencies that provided the direct services. Because there is limited funding and local community agencies have been prioritized, indirect services provided by state agencies are not eligible.

***Below are eligible expenditures for Primary Services related to congregate meals or food services:***

- Food Items
- Food Banks (direct food/meal-supportive purchases for families and individuals encountered by DHS)
- Food Banks (indirect support of families and individuals encountered by DHS by giving food/meal supportive items to other agencies that provide the direct services)
- Contracted Meals (rate cannot exceed \$15 per meal)
- T-shirt Bags
- Storage containers to separate bulk food purchases
- Utensils (e.g., plates, forks, knives)
- Cookware (e.g., pots, pans)
- Basic First Aid/Over-The-Counter Medication (e.g., band-aids, aspirin)
- Hygiene Items (e.g., baby wipes, diapers, toiletries, feminine hygiene products)
- Facility Utilities (electricity, gas, water)
- Maintenance & Housekeeping (e.g., repair and cleaning supplies)
- Personal Protective Equipment (PPE)
- Contracted Services (e.g., security, trash pickup)

***Below are eligible expenditures for Primary Services related to mass shelter services:***

- Hotel/motel service provided for non-COVID related shelter is limited to 5 days per individual or family, or 30 days if the individual or family has no sponsor.
- Basic First Aid/Over-The-Counter Medication (e.g., band-aids, aspirin)
- Hygiene Items (e.g., baby wipes, diapers, toiletries, feminine hygiene products, undergarments)
- Cots and Beds, including pillows
- Linens (e.g., sheets, towels, wash cloths)
- Shelter Utilities (electricity, gas, water)
- Maintenance & Housekeeping (e.g., repair and cleaning supplies)
- Personal Protective Equipment (PPE)
- Contracted Services (e.g., security, laundry, trash pickup)

**Documentation Required:**

- A daily log of the number of served meals or shelter nights provided must be submitted with the application. Please reference the *Spreadsheet Guidance* on page 31 for detail.

- Spreadsheet reflecting expenses incurred. Please reference the *Spreadsheet Guidance* on page 31 for detail.
- Itemized receipts from vendors reflecting services rendered, date and costs (e.g., hotel portfolio).
- Proofs of payment to vendors for services rendered

## **PRIMARY SERVICES EXPENDITURES, INCLUDING PER CAPITA RATE OR PER MEAL AND PER DIEM RATES - DOCUMENTATION RETENTION REQUIREMENTS**

Required documentation must be available to support reimbursement of all expenses made with humanitarian relief funding, including those requested using the per capita rate and the per meal and per diem rates. Documentation must include proof of payment and itemized receipts from vendors for services provided. Agencies must provide logs of primary services provided to families and individuals encountered by DHS and spreadsheets reflecting expenses incurred. If a log is not created, agencies must use the forms developed by the National Board. Please reference the *Spreadsheet Guidance* section on page 31 for details and sample logs.

Furthermore, agencies must maintain the documentation for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility of those served. Please reference *Grant Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* section on page 50 for details. The Local Board or National Board may request supporting documentation from applicant agencies if it is necessary for application clarity. The National Board or program auditors may request supporting documentation at any time during the 3-year retention period.

Indirect Providers' expenses must be documented based on actual costs. The following must be provided with the application for all Indirect Providers' expenditures:

- **Direct Expenditures:**
  - Daily logs of families and individuals encountered by DHS served
  - Spreadsheet reflecting expenses incurred
  - Receipts from vendors for purchases (if purchases were made with cash, copies of itemized receipts must be provided)
  - Proofs of payment to vendors for services
- **Indirect Expenditures:**
  - Spreadsheet or report reflecting items provided to each benefitting organization (e.g., local food pantry), with explanation regarding distribution

## **SECONDARY SERVICES**

Non-profit, faith-based, and government agencies are eligible to receive funding for Secondary Services. Funding will be based on actual expenditures. To receive funds, logs of families and individuals encountered by DHS served and proof of payment documentation (such as an itemized receipt, cancelled check, credit card statement, etc.) substantiating services provided must be submitted.

***Below are eligible Secondary Services for reimbursement based on actual costs:***

- Clothing
- Shoes/Shoelaces
- Backpacks
- Belts
- Health/Medical, including Health Screenings (basic first aid, health screenings, medical care limited to assessment and stabilization for onward travel)
- COVID-19 testing, and limited care related to quarantining and isolation
- Mental Health
- Legal Aid (legal services limited to "know your rights" presentations and the



- completion of forms necessary for onward travel)
- Translation Services

## SECONDARY SERVICES EXPENDITURES - REQUIRED DOCUMENTATION

**Health/Medical Treatment:** Agencies that request reimbursement for health/medical screenings provided to families and individuals encountered by DHS must document all treatment for a single individual as one expenditure. Each expenditure must include the cost of all supplies (e.g., bandages, swabs) used to provide the treatment. The cost of supplies to provide services must be supported with itemized receipts and proofs of payment. If the health/medical service was provided by a third party, itemized receipts, and proofs of payment reflecting services received must be provided. A log reflecting the number of individuals served must be included with the application. Health/Medical treatment is limited to basic first aid, health screenings, medical care limited to assessment and stabilization for onward travel, including ground-based ambulance transport. COVID-19 testing and limited care related to quarantining and isolation is eligible with humanitarian relief funding.

Required documentation must be available to support all reimbursements made with humanitarian relief funding. Documentation must include proofs of payment or itemized receipts from vendors for services provided. Agencies must provide daily logs of families and individuals encountered by DHS served and spreadsheets reflecting expenses incurred. Please reference the Spreadsheet Guidance section for details.

Furthermore, agencies must maintain the documentation for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility. Please reference *Grant Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* section on page 50 for details. The Local Board or National Board may request supporting documentation from applicant agencies if it is necessary for application clarity. The National Board or program auditors may request supporting documentation at any time during the 3-year retention period.

Secondary Services expenses must be documented based on actual costs. A log of persons served must be provided. If a daily log is not created, agencies must use the spreadsheets developed by the National Board. Please reference the Spreadsheet Guidance section for sample logs.

The following must be provided with the application for all Secondary Services expenditures:

- Daily logs of families and individuals encountered by DHS served
- Spreadsheet reflecting expenses incurred
- Itemized receipts from vendors for purchases/services provided (if purchases were made with cash, copies of itemized receipts must be provided), or
  - Itemized receipts showing purchases were rendered for health, legal, or translation services
  - Itemized receipts showing services were paid
- Proofs of payment to vendors for services rendered
- Mileage logs using the federal rate of 62.5 cents per mile for local transportation if receipts for actual fuel costs are not provided. Please reference the *Spreadsheet Guidance* section on page 31 for a sample mileage log

## ADMINISTRATIVE SERVICES

**Documented administrative costs for Local Boards, SSA Committees acting as Local Boards, and service agencies will be considered for reimbursement. Reimbursement is limited to:**

- Costs for humanitarian relief provided within the eligible timeframes (see Key Dates) to families and individuals encountered by DHS; and
- Costs associated with administration, including advertising in a local paper, and applying for this funding opportunity. The administrative allowance does not cover the reimbursement of program or administrative costs of a social service agency's national organization (its state or regional offices).

## APPLICANT AGENCY - ELIGIBLE ADMINISTRATIVE EXPENDITURES

Service agencies may seek reimbursement for administrative costs incurred. These administrative expenses must be for humanitarian relief provided within the eligible timeframes (see Key Dates) to families and individuals encountered by DHS. These expenses may include the following:

- Staff time, contracted or otherwise, to provide services directly or to support needs of families and individuals encountered by DHS. These may include services providing meal preparation, shelter management, translation, casework, sanitation, maintenance, etc.
- Staff time for the service agency to gather materials and prepare/complete application
- Postage to send/mail documentation, as necessary, to the Local Board as part of the application process
- Expenses to purchase supplies (e.g., printing paper) to complete the application process

## APPLICANT AGENCY ADMINISTRATIVE EXPENDITURES - REQUIRED DOCUMENTATION

- Documentation of appropriate vendor receipts
- Proofs of payment for all expenditures made
- Spreadsheets documenting the administrative allowance must also be submitted. Please reference the *Spreadsheet Guidance* on page 31 for more detail
- Spreadsheets reflecting staff time and payroll registers to support any staff time listed on the spreadsheets
- Staff time includes core hours (e.g., straight time) and overtime, but only the percentage of actual time expended to directly support eligible activities may be claimed

## LOCAL BOARDS - ELIGIBLE ADMINISTRATIVE EXPENDITURES

Local Boards may seek reimbursement for administrative expenditures incurred within the eligible timeframes (see Key Dates) of actual costs in administering this grant opportunity. Local Boards may seek reimbursement for administrative expenses up to 15 days after the application close date. Allowable expenses include:

- Advertisement of funding opportunity in local newspaper
- Staff time necessary to assist service agencies in the application process
- Staff time necessary to coordinate Local Board meetings to review applications received from service agencies
- Postage to send/mail documentation, as necessary, to the National Board
- Expenses to purchase supplies (e.g., printing paper) to complete the application process

## LOCAL BOARD ADMINISTRATIVE EXPENDITURES - REQUIRED DOCUMENTATION

- Documentation of appropriate vendor receipts
- Proof of payments for all expenditures made  
Spreadsheets documenting administrative expenditures must also be submitted. Please reference the *Spreadsheet Guidance* for more detail
- Spreadsheets reflecting staff time and payroll registers to support any staff time listed in the spreadsheets

## EQUIPMENT AND ASSETS SERVICES

Leases, purchases, repairs, and modifications made within the eligible timeframes (see Key Dates) in support of assisting families and individuals encountered by DHS *may* be eligible for reimbursement. Below are examples of expenses that may be eligible for reimbursement.

- Purchase of vehicle or other equipment (e.g., air conditioning unit or HVAC system) with a fair market value of up to \$5,000.00 at the time of purchase.
- Purchasing multiple, identical items that are individually below \$5,000.00 but exceed the cap collectively could be considered ineligible, so seeking guidance from the EFSP Local Board, applicant's Fiscal Agent or the National Board Secretariat is advised to ensure eligibility.

- Repairs to facility to provide services (e.g., update bathroom/renovate kitchen) to make it safe and sanitary or compliant with local codes). To ensure program eligibility, guidance should be sought from your EFSP Local Board, Fiscal Agent, or the National Board's Secretariat before making facility improvements.
- Any equipment purchased will have to be justified, based on practical usage and critically necessary to perform humanitarian relief functions. The ability to deliver services, capacity and number of staff on-hand, are important factors.
- Equipment purchased or repairs performed when no services to families and individuals encountered by DHS are provided or items purchased in excess of need, may not be approved for reimbursement or considered as an eligible expense.

## EQUIPMENT AND ASSETS SERVICES EXPENDITURES - REQUIRED DOCUMENTATION

Required documentation must be available to support all reimbursements made with humanitarian relief funding. Documentation must include proof of payment and itemized receipts from vendors for services provided. Agencies must provide daily logs of families and individuals encountered by DHS served and spreadsheets reflecting expenses incurred. Please reference the *Spreadsheet Guidance* section on page 31 for details.

Furthermore, agencies must maintain the documentation for a period of 3 years after the application has been approved and payment released. Previous audits have requested documentation containing the Alien Identification Numbers as well as a list of individuals' first and last names to verify eligibility. Please reference *Grant Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* section on page 50 for details. The Local Board or National Board may request supporting documentation from applicant agencies if it is necessary for application clarity. The National Board or program auditors may request supporting documentation at any time during the 3-year retention period.

Equipment and Assets Services expenses must be documented based on actual costs. A daily log of persons served must be provided. If a log is not created, agencies must use the spreadsheets developed by the National Board. Please reference the *Spreadsheet Guidance* section on page 31 for sample logs. This log is necessary to ensure and substantiate the items in this category were procured to directly assist or support families and individuals encountered by DHS.

The following must be provided with the application for all Equipment and Assets Services expenditures:

- Daily logs of families and individuals encountered by DHS served
- Spreadsheets reflecting expenses incurred
- Itemized receipts from vendors for purchases/services provided (if purchases were made with cash, copies of receipts must be provided)
  - Receipts showing repairs were paid
  - Receipts showing purchases were paid
- Proofs of payment to vendors for services

## TRANSPORTATION SERVICES

Non-profit, faith-based, and government agencies may seek reimbursement for transportation expenses (local and long-distance) incurred for services provided within the eligible timeframes (see Key Dates). Reimbursement will be based on actual expenditures or mileage traveled at the federal rate of 62.5 cents per mile. Eligible local transportation expenses include charter bus, rideshare (e.g., Uber, Lyft), taxi, mileage, etc. Long distance transportation includes air, bus, or train expenses to move families and individuals encountered by DHS to another city or state. All fares must be coach class on a commercial airline; any form of "luxury" transportation is not eligible (e.g., limousine services). International transportation is not eligible to provide services for families and individuals encountered by DHS, only services provided within the United States are allowed. Expenses for long distance transportation will be prioritized for up 30% of the population served (unless otherwise permitted by the National Board). Local organizations should work with the sponsors of individuals and families encountered by DHS to ensure funding is provided to enable them to reach their destination. Only coach class fares are eligible when providing long-distance transportation. If tickets are purchased for individuals, airfare cannot exceed \$700 per ticket.

Any form of contracted transportation services must meet the program's procurement policies. Additionally, contracting transportation services that result in inefficient utilization will not be an eligible expense, unless approved by the National Board. Charter bus and other forms of grouped transportation should be operating at a minimum of 75% capacity or only a pro-rated value may be reimbursed until the expiration of Title 42 on May 11, 2023.

**After the expiration of Title 42 on May 11, 2023** the program will allow greater flexibility to the travel cap of 30% of the population served. An announcement will be made by the National Board notifying applicants of this change and any applicable guidance regarding the temporary expansion of travel.

## **CHARTERED OR CONTRACTED INTERSTATE BUS, PLANE OR OTHER VEHICLE TRAVEL**

Interstate bus chartering is defined as the contracting of transportation, typically a bus, travelling from one state to another state. While this resource has the potential to be used effectively, interstate bus chartering can present severe humanitarian challenges for families and individuals encountered by DHS if implemented improperly and may result in transport to other states with no information or support, severe medical challenges, or misinformation about available resources at their destination. The chartering of aircraft, watercraft or other vehicle not specifically stated in this guidance is ineligible.

For interstate bus chartering to be considered an eligible expense:

- Coordination and acknowledged communication (per charter / trip) with a receiving jurisdiction or organization must be documented
  - Coordination includes, but is not limited to, a minimum of 48-hour (distance permitting) notice before arrival
  - An identified arrival time and location (that is suitable to the receiving jurisdiction)
  - A manifest of passengers that include their demographic and family composition
  - The identification of any critical unmet needs

If an individual encountered by DHS presents themselves or is observed to have acute or severe medical issues, those must be addressed before engaging in long-distance travel or the associated charter will be considered ineligible. Procurement of the transportation contract must be compliant with this FY 2023 Humanitarian Relief Funding Guidance, which includes policies related to contract procurement, transport utilization, and long-distance travel sponsorship.

EFSP-funded agencies that facilitate travel for families and individuals encountered by DHS or refer individuals to interstate- chartered transportation (even if the transportation is funded by a third party) are also responsible for ensuring that coordination is conducted and individual data is shared with the receiving jurisdiction or risk EFSP ineligibility. The coordination of interstate busing (or other vehicle) that consists primarily of families and individuals encountered by DHS, whether contracted as a whole or ticketed individually, will be subject to this policy, including if it appears that there is any intention to obfuscate or bypass this policy.

To receive reimbursement, daily logs of families and individuals encountered by DHS served and proofs of payment documentation (such as an itemized receipt, cancelled check, credit card statement, etc.) substantiating services provided must be submitted along with spreadsheets reflecting expenses incurred. The required documentation must support all expenses made with humanitarian relief funding and include proofs of payment or itemized receipts from vendors for services provided. Please reference the *Spreadsheet Guidance* section on page 31 for details.

Furthermore, agencies must maintain the documentation for a period of 3 years after the application has been approved and payment released. Please reference *Grant Articles, Financial Terms and Conditions, Retention and Custodial Requirements for Records* section on page 50 for details. The Local Board or National Board may request supporting documentation from applicant agencies if it is necessary for clarity. The National Board or program

auditors may request supporting documentation at any time during the 3-year retention period.

The following must be provided with the request for all Transportation Services expenditures:

- Daily logs of families and individuals encountered by DHS served
- Spreadsheets reflecting expenses incurred
- Contracts from vendors for all contracted services
- Itemized receipts from vendors for purchases/services provided (if purchases were made with cash, copies of receipts must be provided)
- Receipts showing purchases were paid
- Proofs of payment to vendors for services
- Mileage log reflecting travel at the federal rate of 62.5 cents per mile for local transportation



***Below are eligible reimbursements for Transportation Services:***

- Local Transportation (including contracted services, vehicle rental, gas, insurance, drivers) for direct and indirect services that support needs of families and individuals encountered by DHS
- Mileage reimbursement using the federal rate of 62.5 cents per mile for local transportation maybe used, in lieu of actual fuel costs
- Long-Distance Transportation Costs (transportation costs to move families and individuals encountered by DHS to another city or state)
  - Bus tickets
  - Airline tickets
  - Train tickets
- Parking (e.g., local street, airport)

## **PAYMENT METHOD**

Payment for all eligible program expenses must have been made directly to the vendor by the service agency, or the Fiscal Agent on behalf of the service agency, with an approved method of payment. Approved service agency payment methods are:

- Check
- Debit card
- Credit card - vendor issued (e.g., Sam's Club, other store vendor issued credit card)
- Credit card - third party (i.e., American Express, Visa)
- Electronic payment from bank account
- Cash payments made by, or on behalf of, the agency with accompanying receipt (may be subject to additional review by the National Board)

***Proofs of payment made directly to the vendors must be provided.***

Service agencies may not act as a vendor for themselves or other agencies. Purchases may not be made from or payments made to other agencies except for the shared maintenance fee of food banks or reimbursement from the Fiscal Agents.

## **INELIGIBLE SERVICES**

Services/expenditures that are not eligible for Emergency Food and Shelter Humanitarian Relief funding include, but are not limited to, the following:

- Humanitarian relief provided to families and individuals encountered by DHS but provided outside of an eligible timeframe. Services are intended to assist families and individuals with their initial emergency needs upon entering the United States.
- Expenditures incurred outside of the eligible spending periods (see Key Dates).
- Contracts for services improperly procured, e.g., not in alignment with program guidance or not authorized by the Local Board and National Board.
- Expenditures made outside of the United States.
- Services provided to families and individuals outside of the United States.
- Fraudulent applications/expenditures. Any fraudulent application or expenditure will be reported to the DHS Office of the Inspector General (OIG) for further action.
-

## QUICK REFERENCE CHART OF REIMBURSEMENT OPTIONS

This chart is a quick reference for applicants so they may decide how to prepare and submit applications for expenditure reimbursement provided for humanitarian relief to families and individuals encountered by the Department of Homeland Security. Eligible expenditures must have been made within the eligible timeframes (see Key Dates). Local Boards may submit administrative expenses in support of the application processes that were incurred during the same time, up to 15 days after the application close date. Detail listed in this chart regarding the reimbursement options and required documentation for each may also be found in the Eligible Services and Required Documentation section of this guidance. Note that recipient organizations must retain documentation for auditing purposes and previous audits have requested alien identification numbers and first and last names of individuals served, but these should not be submitted with the application.

Local Boards and applicant agencies are encouraged to read this guidance in its entirety to fully understand requirements and expectations for participation.

AGENCY / SERVICE TYPE	EXPENSES (ITEMIZED)	PRIMARY SERVICES PER CAPITA RATE	PRIMARY SERVICES PER MEAL RATE / PER DIEM SHELTER RATE / HOTEL/MOTEL COSTS	SECONDARY SERVICES	ADMINISTRATIVE SERVICES	EQUIPMENT AND ASSETS SERVICES	TRANSPORTATION
NON-PROFIT & FAITH-BASED ORGANIZATIONS PROVIDING: <b>FOOD AND SHELTER</b>	Not Applicable. Must use Per Capita Rate or Per Meal Rate / Per Diem Shelter Rate	\$28.50 per person (regardless of length of stay) <b>AND</b> actual Transportation, Hotel/Motel, Equipment and Assets Services <b>OR</b>	\$3.00 Per Meal Rate, \$12.50 Per Diem Shelter Rate and/or actual costs for Hotel/Motel nights <b>AND</b>	Actual costs <b>AND</b>	Actual expenses or staff time/payroll <b>AND</b>	Actual expenses for lease, repairs modifications of assets, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)	Actual expenses for lease, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)
NON-PROFIT & FAITH-BASED ORGANIZATIONS PROVIDING: <b>ONLY FOOD OR ONLY SHELTER</b>	Not Applicable. Must use Per Meal Rate / Per Diem Shelter Rate	Not Applicable	\$3.00 Per Meal Rate, \$12.50 Per Diem Shelter Rate and/or actual costs for Hotel/Motel nights <b>AND</b>	Actual expenses <b>AND</b>	Actual expenses or staff time/payroll <b>AND</b>	Actual expenses for lease, repairs modifications of assets, purchase of eligible vehicles or other equipment	Actual expenses for lease, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)
NON-PROFIT & FAITH-BASED FOOD BANKS	Actual expenses for food purchased and per lbs. maintenance fee (based on LRO historical pricing) <b>AND</b>	Not Applicable	Not Applicable unless prepared meals were served. If so, per diem of \$3.00 would be applied.	Actual expenses <b>AND</b>	Actual expenses or staff time/payroll <b>AND</b>	Actual expenses for lease, repairs modifications of assets, purchase of eligible vehicles or other equipment	Actual expenses for lease, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)
NON-PROFIT & FAITH-BASED AGENCIES PROVIDING: <b>INDIRECT SERVICES</b>	Actual expenses <b>AND</b>	Not Applicable	Not Applicable	Actual expenses <b>AND</b>	Actual expenses <b>AND</b>	Actual expenses for lease, repairs, modifications of assets, purchase of eligible vehicles or other equipment	Actual expenses for lease, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)
GOVERNMENT AGENCIES PROVIDING: <b>DIRECT &amp; INDIRECT SERVICES</b>	Actual expenses <b>AND</b>	Not Applicable	Actual expense <b>AND</b>	Actual expenses <b>AND</b>	Actual expenses <b>AND</b>	Actual expenses for repairs, modifications of assets, purchase of eligible vehicles or other equipment	Actual expenses for lease, purchase of eligible vehicles (open to both Per Capita Rate and Per Diem Shelter Rate awards)

<p><b>PER CAPITA RATE</b></p>	<p>\$28.50 per person, regardless of length of stay. An agency must have provided both food and shelter services to qualify for the per capita rate.</p> <p><b>Documentation Required:</b> Daily log/count of unique individuals served letter of support from Local board or local government representative</p> <p><b>Potential Documentation to Retain for Potential Audits:</b> Log with Alien Identification Number and first and last name of individual</p>
<p><b>PER MEAL RATE / PER DIEM SHELTER RATE</b></p>	<p>Food will be reimbursed at \$3.00 per meal; Shelter nights will be reimbursed at \$12.50 each night Hotel/Motel stays may be reimbursed for actual costs.</p> <p><b>Documentation Required:</b></p> <ul style="list-style-type: none"> <li>• Food: daily log of meals served at \$3.00 each</li> <li>• Shelter: daily log of shelter nights provided at \$12.50 each</li> <li>• Hotel/Motel: if reimbursed at actual costs, log of clients served, spreadsheet reflecting expenses, proofs of payment or portfolio from hotel reflecting client's name, nights of stay, dates, and cost.</li> </ul> <p><b>Potential Documentation to Retain for Potential Audits:</b> Log with Alien Identification Number and first and last name of individual.</p>
<p><b>PRIMARY SERVICES</b></p>	<p>Actual expenses are not required for Per Capita Rate and/or Per Meal Rate / Per Diem Shelter Rate awardes. This category should only be used by nonprofit/faith based indirect providers &amp; government agency direct providers, if applicable.</p>
<p><b>SECONDARY SERVICES</b></p>	<p>Actual Expenses Reimbursed</p> <p><b>Documentation Required:</b> Daily logs of individuals served, spreadsheets reflecting expenses, proofs of payment or receipt</p> <p><b>Potential Documentation to Retain for Potential Audits:</b> Log with Alien Identification Number and first and last name of individual.</p> <p>Actual expenses or staff time/payroll reimbursed</p>
<p><b>ADMINISTRATIVE SERVICES</b></p>	<p><b>Documentation Required:</b> Spreadsheets reflecting expenses, proofs of payment or receipt</p> <p><b>Staff Time/Payroll:</b> Payroll register, spreadsheet</p> <p>Actual expenses reimbursed; purchase of vehicles under \$5,000 Fair Market Value.</p>
<p><b>EQUIPMENT AND ASSETS SERVICES</b></p>	<p><b>Documentation Required:</b> Daily logs of individuals served, spreadsheets reflecting expenses, copy of lease for leased property, invoice reflecting service work performed, proofs of payment or receipts</p> <p><b>Potential Documentation to Retain for Potential Audits:</b> Log with Alien Identification Number and first and last name of individual.</p> <p>Actual expenses are not required for mileage rate awardes.</p>
<p><b>TRANSPORTATION SERVICES</b></p>	<p><b>Documentation Required:</b> Mileage log reflecting travel, logs of individuals served, spreadsheets reflecting expenses, proofs of payment or receipts</p> <p><b>Potential Documentation to Retain for Potential Audits:</b> Log with Alien Identification Number and first and last name of individual.</p>



## REPORTING

As part of the application process for reimbursement of eligible expenses, funded agencies will be required to complete and submit a **Humanitarian Relief Funding Reimbursement Report** reflecting expenditures made within the eligible timeframe with the application. Agencies may be required to submit copies of spreadsheets and supporting documentation (proofs of payment or receipts) of eligible expenditures to the Local Board. Please reference the *Eligible Services and Required Documentation* section on page 11. The Local Board will forward all documentation, as necessary, of all applying agencies to the National Board for consideration with their application. Prior to the release of funds, all required information must be filed with the National Board for all agencies. No agency that has not submitted the required information by the established deadlines will receive funds.

Daily log documentation, if necessary, and the Humanitarian Relief Funding Reimbursement Report must be submitted with the application. Please see the *Required Forms* section on page 27 for forms that will be used by applicant agencies.

**Fiscal Agents must report their expenditures quarterly and their long-distance travel data monthly through the EFSP website.**

## COMPLIANCE RESOLUTION

Local Recipient Organizations (LROs) and state facility recipients must ensure they do not have any compliance exceptions with the National Board. All outstanding compliance exceptions must be resolved before payment will be released to agencies.

**If an awarded agency has any outstanding compliance exceptions from previous EFSP participation, they will be required to resolve those exceptions before funds will be released.**

For any questions about compliance resolution, please contact the:

- Local Board for assistance;
- EFSP website, [www.efsp.unitedway.org](http://www.efsp.unitedway.org) (existing LROs will need to log in with their user ID and password. After signing in, select Reports from the menu on the left side of the page, then select Compliance from the dropdown menu and the correct spending cycle or phase.); or
- National Board staff at [suppfund@uww.unitedway.org](mailto:suppfund@uww.unitedway.org) or 703.706.9660, option 6.

## PAYMENT RELEASE

After the National Board makes its funding decisions, Local Boards and SSA Committees acting as Local Boards will be notified of each LRO award amount. A direct payment will be made to each LRO or to its Fiscal Agent approved to receive a funding award. To prevent delay, any LRO selected to receive funds that has participated in the EFSP in the past should ensure their bank information is accurate/updated to receive a direct deposit.

## GLOSSARY

**Application Period** – The period during which applications must be submitted for the award of humanitarian relief funding to reimburse or provide funding to service agencies for expenditures incurred while providing humanitarian relief to families and individuals encountered by DHS.

**Award** – The dollar amount granted to an individual LRO by the National Board.

**DHS Encounter** – Interaction with DHS that results in a non-citizen receiving an Alien Identification Number.

**Documentation** – Proofs of payment, invoices/receipts, per diem and per meal logs, vouchers, letters of support from Local Board or local government representative as needed, mileage logs, etc. to support expenditures.

**DocuSign** – An e-signature and workflow solution. All applications, Local Board Plans, LRO Certifications, and Lobbying Certifications must be electronically signed using DocuSign.

**Eligible Costs** – Expenditures that the National Board determines to be allowable in accordance with this guidance and any other humanitarian relief funding guidelines.

**Fiscal Agent/Fiscal Conduit** – An agency responsible for the receipt of funds, disbursement of funds to vendors, documentation of funds received and maintenance of documentation on behalf of one or more subrecipient organizations. The Fiscal Agent/Fiscal Conduit must meet all requirements of an LRO.

**Humanitarian Advanced Funding Request** – A request prepared by a Fiscal Agents or local government agencies seeking funding from the National Board to reimburse or provide funds to local service organizations for eligible expenses based on program guidelines.

**Indirect Providers** – An organization that contributed indirectly to a collaborative effort to provide services.

**Ineligible Costs** – Expenditures that the National Board determines to be unallowable in accordance with this guidance and any other humanitarian relief funding guidelines.

**Jurisdiction** – City, county or combination receiving funds through EFSP.

**Local Recipient Organization (LRO)** – Any local non-profit, faith-based, or governmental entity that has been awarded EFSP funds, regardless of current or former EFSP participation.

**LRO ID Number** – The unique 9-digit number that identifies each LRO within a jurisdiction after they are approved by EFSP to receive funding.

**Local Board** – A Local Board mirrors the composition of the National Board. The Local Board is the governing body for the local EFSP in the county or city it serves. The Local Board represents the interests of community needs and shall review applications received from LROs to determine eligibility, work with applicant agencies to ensure completeness of applications, and submit the applications for the agencies to the National Board. A directory of Local Boards can be found under the [Humanitarian Funding Info tab at www.efspunitedway.org](http://www.efspunitedway.org).

**Local Board ID Number** – The unique 6-digit number assigned by EFSP that identifies each Local Board.

**Mass Feeding (Congregate Meals)** - A facility that prepares and serves congregate meals for clients in a program operated by an LRO.

**Mass Shelter** – A facility that has the capacity to provide accommodations for at least 5 clients per night at a single site operated by an LRO.

**National Board** – The governing body responsible for the administration of the EFSP, composed of representatives of American Red Cross, Catholic Charities USA, The Jewish Federations of North America, National Council of the Churches of Christ in the USA, The Salvation Army, United Way Worldwide, and the Federal Emergency Management Agency (FEMA), which chairs the Board.

**Per Capita Rate** – The rate that determines the dollar amount that may be awarded to each agency based on the

number of unique individuals served, on a one-time only basis, by nonprofit and faith-based agencies that provided food, shelter, and secondary services.

**Per Diem Shelter Rate** – The rate that determines the dollar amount that may be awarded to each agency based on the number of shelter nights provided by nonprofit and faith-based agencies.

**Per Meal Rate** – The rate that determines the dollar amount that may be awarded to each agency based on the number of meals provided by nonprofit and faith-based agencies.

**Proof of Payment** – Documentation of expenses paid, including cancelled check, bank statement or credit card statement.

**Southern Border** - The entire southern international border of the United States (California, Arizona, New Mexico, Texas) to include maritime borders of Texas, Louisiana, Mississippi, Alabama, and Florida.

**State Set-Aside (SSA) Committee** – A committee that represents state-wide interests under the EFSP for humanitarian relief funding. SSA Committees mirror the composition of the National Board member agencies and function as Local Boards for any state-wide service agency application for funding under humanitarian relief funding. A directory of SSA Committees can be found at [Humanitarian Funding Info](#).

## EMERGENCY FOOD AND SHELTER PROGRAM LOCAL PROVIDER APPLICATION FOR FY 2023 HUMANITARIAN RELIEF FUNDING

### SAMPLE

This application must be completed in its entirety. Any missing information may cause an application to be disqualified. The funds may only be used to reimburse for food and shelter services provided in the **eligible timeframe** (see the updated FY 2023 **Humanitarian Relief Funding Guidance**) for families and individuals encountered by the U.S. Department of Homeland Security (DHS). Daily logs are required to be submitted to the applicable Local Board along with this application. Documentation (proofs of payment, e.g., canceled check, agency debit or credit card and receipts/invoices) or expenditure spreadsheets may also be required with this application.

**DEADLINE FOR SUBMISSION OF APPLICATION: Sunday, April 2, 2023**

This application will be submitted to the Local Board point of contact.

**No application received after the deadline will be considered for an award.**

**JURISDICTION ID AND NAME: Sample County (0977000)**

**LRO ID AND NAME: Sample Applicant Agency**

**REQUEST AMOUNT: \$50,000.00**

### APPLICANT INFORMATION

**Point of Contact Information (Name/Title/Phone/Fax/Email):**

**Name/Title: John S. Tester, Chief Executive Officer**

**Applicant Phone/Fax/Email:**

**Phone: 555-555-5555**

**Fax: 555-555-5555**

**Email: jstester.org**

**Applicant's Physical Address: 123 Sample Street, Sample City, DC 12432**

**Congressional District Where Applicant is Physically Located: 04th District ([house.gov](https://www.house.gov))**

**Applicant's Mailing Address: 123 Sample Street, Sample City, DC 12432**

**Applicant's Federal Employer Identification Number (FEIN): 123456789**

**Applicant's Unique Entity Identifier (UEI) Number: 987654321ABC**

**Agency's Website: [testhelpagency.org](https://testhelpagency.org)**

**Is the applicant debarred or suspended from receiving funds or doing business with the Federal government?  
Please check appropriately.**

YES

NO

**(An applicant debarred or suspended from receiving federal funds, may not apply for this funding opportunity.)**

**2023 EFSP HUMANITARIAN RELIEF FUNDING APPLICATION**

## FUNDING REQUEST

Total Eligible Unduplicated/Unique Migrant Clients Served (best of knowledge): \_\_\_\_\_

Total Amount of Reimbursement Funds Requested (must be itemized below): \$ \_\_\_\_\_

Period When Services Were Provided: Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**To be considered for reimbursement, applicants must itemize all expenses below.**

**PER CAPITA RATE:** All expenses will be reimbursed at the per capita rate of **\$28.50** per person on a one-time only basis. Please include the daily log of unique individuals served with this application.

Total Number of Unique individuals Served: \_\_\_\_\_ Request Amount: \_\_\_\_\_

**PER MEAL/PER DIEM RATES:** All food expenses will be reimbursed at the per meal rate of **\$3.00** per meal and all mass shelter expenses will be reimbursed at the per diem shelter rate of **\$12.50** per night of shelter. Please include the daily meal log of meals provided and daily shelter log of shelter nights provided to migrants with this application.

Total Number of Meals Served: \_\_\_\_\_ Request Amount: \$ \_\_\_\_\_

Total Shelter Nights Provided: \_\_\_\_\_ Request Amount: \$ \_\_\_\_\_

If hotel/motel shelter nights were provided and your organization requests reimbursement based on actual costs, please indicate below. Daily logs, spreadsheets, proofs of payment or receipts must be provided with this application to support these services.

Hotel/Motel Nights of Shelter Provided (for migrants): \_\_\_\_\_ Request Amount: \$ \_\_\_\_\_

Number of individuals served: \_\_\_\_\_

**PRIMARY ELIGIBLE REIMBURSEMENTS:** All Primary Services expenses will be reimbursed based on actual costs, please indicate below. Daily log, spreadsheet, and proofs of payment or receipts must be provided with this application for these services.

**FOOD AND SHELTER:**

• **FOOD** (served/congregate meals or bags/boxes of groceries) TOTAL REQUEST: \$ \_\_\_\_\_

Total Number of Clients Served in Food Services: \_\_\_\_\_

Total Meals Served: \_\_\_\_\_

**ITEMIZED ELIGIBLE REIMBURSEMENTS \$:**

Total Amount for Served/Congregate Meals: \$ \_\_\_\_\_

Total Amount for Bags/Boxes of Foods: \$ \_\_\_\_\_

Food Bank - Cost of Food Purchased: \$ \_\_\_\_\_

Food Bank as Indirect Provider:

Total Pounds of Food Given to Other Agencies: \_\_\_\_\_ Maintenance Fee: \$ \_\_\_\_\_ Cost of Food: \$ \_\_\_\_\_

Total Amount for Food Storage Containers, Cookware, Utensils, T-Shirt Bags: \$ \_\_\_\_\_

Basic First Aid/ Over-The-Counter Medication (e.g., band-aids, aspirin): \$ \_\_\_\_\_

Hygiene Items (e.g., baby wipes, diapers, toiletries, undergarments): \$ \_\_\_\_\_

Facility Utilities (electricity, gas, water): \$ \_\_\_\_\_

Maintenance & Housekeeping (e.g., repair and cleaning supplies): \$ \_\_\_\_\_

Contracted Services (e.g., security, laundry, trash pickup): \$ \_\_\_\_\_

Personal Protective Equipment (PPE): \$ \_\_\_\_\_

**SHELTER (mass/local shelter facilities or motels)**

Total shelter Nights (duplicated): \_\_\_\_\_ TOTAL REQUEST: \$ \_\_\_\_\_

Total Clients Unduplicated Served in Shelter: \_\_\_\_\_ Avg Length of Stay Before Departing: \_\_\_\_\_

**ITEMIZED ELIGIBLE REIMBURSEMENTS \$:**

Basic First Aid/ Over-The-Counter Medication (e.g., band-aids, aspirin): \$ \_\_\_\_\_

Hygiene items (baby wipes, diapers, toiletries, undergarments): \$ \_\_\_\_\_

Cots and Beds, including pillows: \$ \_\_\_\_\_

Linens (e.g., sheets, towels, wash cloths, etc.) \$ \_\_\_\_\_

Shelter Utilities (electricity, gas, water): \$ \_\_\_\_\_

Maintenance &amp; Housekeeping (e.g., repair and cleaning supplies): \$ \_\_\_\_\_

Contracted Services (i.e., security, laundry, trash pickup): \$ \_\_\_\_\_

Personal Protective Equipment (PPE): \$ \_\_\_\_\_

Hotel/Motel Stay (for migrants): \$ \_\_\_\_\_ Number of Individuals Served: \_\_\_\_\_

**SECONDARY ELIGIBLE REIMBURSEMENTS (based on funding availability):** All Secondary Services expenses will be reimbursed based on actual costs. Please fill in the information below. Daily log, spreadsheets, and proofs of payment or receipts must be provided with this application for these services.

Total Clients Receiving the Following Services: \_\_\_\_\_ TOTAL REQUEST: \$ \_\_\_\_\_

**ITEMIZED ELIGIBLE REIMBURSEMENTS \$:**

Health/Medical, including Health Screenings: \$ \_\_\_\_\_

COVID-19 Testing: \$ \_\_\_\_\_

Associated Care for quarantining and Isolation: \$ \_\_\_\_\_

Mental Health \$ \_\_\_\_\_

Legal Aid: \$ \_\_\_\_\_

Translation Services: \$ \_\_\_\_\_

Clothing, Shoes/Shoelaces, Belts: \$ \_\_\_\_\_

**TRANSPORTATION (based on funding availability):** All Transportation Services expenses will be reimbursed based on actual costs or mileage rate. Please fill in the information below. Daily logs, spreadsheets and proofs of payment or receipts must be provided with this application for these services.

**ITEMIZED ELIGIBLE REIMBURSEMENTS \$:**

Local Transportation (including contracted and/or vehicle rental, gas, insurance, drivers): \$ \_\_\_\_\_

Long-Distance Transportation to Sponsors (bus tickets, airline tickets, and train tickets): \$ \_\_\_\_\_

Number of Migrants Received Long Distance Services: \_\_\_\_\_

Mileage using the Federal rate of 62.5 cents per mile for local transportation, in lieu of actual fuel

costs Total Miles Traveled \_\_\_\_\_ \$ \_\_\_\_\_

Parking (e.g., local street, airport): \$ \_\_\_\_\_ Contracted Services (e.g., charter bus): \$ \_\_\_\_\_

**EQUIPMENT AND ASSETS (based on funding availability):**

Equipment and Assets Costs: \$ \_\_\_\_\_

**ADMINISTRATIVE REIMBURSEMENTS (based on funding availability):**

Administrative Costs: \$ \_\_\_\_\_

• Please use this space to provide any comments that may be beneficial to support your organization's request for reimbursement of expenditures made in this application.

I hereby certify that the information provided in this application and all supporting documentation complies with all requirements for an award. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing these emergency supplemental funds. All appropriate staff and volunteers have been informed of the requirements for these funds. The Local Board has been provided, and we have retained, a copy of this application for our records.

I certify that the information provided in this application and all supporting documentation that will be submitted to the Local Board for consideration of a grant/award under the U.S. Department of Homeland Security's Federal Emergency Management Agency's Emergency Food and Shelter Program is accurate.

Authorized Official Name and Title of the Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## FY 2023 HUMANITARIAN RELIEF FUNDING REIMBURSEMENT REPORT

0123-00 Sample Jurisdiction

0123-00-001

Jane J. Doe

Sample Agency

123 Sample Street

Sample City, State 12304

This **Humanitarian Relief Funding Reimbursement Report** must be completed to report on the funds your agency spent to provide humanitarian relief to families and individuals encountered by the U.S. Department of Homeland Security (DHS). This information is required prior to the release of funds to reimburse your agency for any expenditures made. **Please be sure to complete the form in its entirety.**

In addition to completing and submitting this report, your agency will need to provide daily logs. Also, as necessary, spreadsheets, and documentation (proofs of payment or receipts) must be submitted in support of expenditures reported for provided assistance. **Your request for reimbursement cannot be submitted if this report and required daily logs, spreadsheets, and other documentation, as necessary, are not included.**

After the required information has been submitted to the Emergency Food and Shelter Program (EFSP) National Board, it will be reviewed as expeditiously as possible so that payment may be released to your agency, if awarded funds. If you have any questions regarding this report, or the required information that must accompany it, please reference the **Humanitarian Relief Funding Guidance** or **pre-recorded presentation** on the EFSP website, **Humanitarian Funding Information**. You may also contact EFSP staff at [suppfund@uww.unitedway.org](mailto:suppfund@uww.unitedway.org) or 703.706.9660, option 6.

### REPORT ON THE AMOUNT SPENT BY YOUR AGENCY

	<b>Amount</b>
A. Primary Services, Per Capita Rate	\$ _____
B. Primary Services, Per Meal Rate	\$ _____
C. Primary Services, Per Diem Shelter Rate	\$ _____
D. Congregate Meals	\$ _____
E. Bags/Boxes of Food	\$ _____
F. Food Bank - Cost of Food Purchased	\$ _____
G. Food Bank - Indirect Provider (food by poundage)	\$ _____
H. Basic First Aid/Over the Counter (OTC) Medications	\$ _____
I. Food Storage Containers/Cookware/Utensils/T-Shirt bags	\$ _____
J. Hygiene Items	\$ _____
K. Cots and Beds	\$ _____
L. Linen	\$ _____
M. Agency/Facility Utilities	\$ _____
N. Local Transportation	\$ _____
O. Mileage at Federal rate of 62.5 cents per mile	\$ _____
P. Parking (local street, airport)	\$ _____
Q. Maintenance/Housekeeping	\$ _____
R. Personal Protective Equipment (PPE)	\$ _____
S. Clothing, Shoes/Shoelaces	\$ _____
T. Contracted Services	\$ _____
U. Equipment and Assets Services	\$ _____
V. Hotel/Motel Stay	\$ _____
W. Long Distance Transportation	\$ _____
X. Health/Medical, including Health Screenings	\$ _____
Y. COVID-19 Testing	\$ _____
Z. COVID-19 Associated Medical Care During Quarantine/Isolation	\$ _____
AA. Mental Health	\$ _____
AB. Legal Aid	\$ _____
AC. Translation Services	\$ _____
AD. Administrative Services	\$ _____
<b>Total Reported:</b>	\$ _____

I hereby certify that the information provided in this report and all supporting documentation complies with all funding requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing these emergency supplemental funds. All appropriate staff and volunteers have been informed of EFSP requirements for these funds. The Local Board has been provided, and we have retained, a copy of this report for our records.

I certify that the information provided in this report and all required logs, spreadsheets and other supporting documentation, as necessary, that will be submitted to the Local Board for consideration of a grant/award under the U.S. Department of Homeland Security's Federal Emergency Management Agency's Emergency Food and Shelter Program is accurate.

Signature/Title of Agency Official: \_\_\_\_\_

Date: \_\_\_\_\_



**CERTIFICATIONS:**  
**Local Recipient Organization Certification**

**EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM**  
**HUMANITARIAN RELIEF FY23 LOCAL RECIPIENT ORGANIZATION CERTIFICATION**

*By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. We have retained a copy of this form for our records.*

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system and will pay all vendors by an approved method of payment.
- Conducts an independent annual review if receiving \$50,000-\$99,999/an independent annual audit if receiving \$100,000 or more in humanitarian funds and follows OMB's Uniformed Guidance if receiving \$750,000 or more in Federal funding.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proofs of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by the end-of-program date and return any unused funds to the National Board.
- Will provide complete, accurate documentation of expenses, if requested, following the end-of program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

***PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.***

LRO ID #: [Insert]  
FEIN #: [Insert]  
UEI#: [Insert]  
LRO Legal Name: [Insert]  
Address: [Insert Street, City, State Zip Code]  
Phone #: [Insert]  
Fax #: [Insert]  
Email: [Insert]  
LRO Contact: [Insert]

Signature: \_\_\_\_\_

Date: [Insert]

## Certification Regarding Lobbying

### EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM HUMANITARIAN RELIEF FY23 CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.**

\_\_\_\_\_  
LRO Name

\_\_\_\_\_  
LRO ID Number (9 digits)

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date (month/day/year)

**NOTE:** Standard Form LLL and instructions are available at [www.grants.gov](http://www.grants.gov)

## Humanitarian Relief Funding Spreadsheet Guidance

Spreadsheets provide an overview of how the Humanitarian Relief funds were spent and serve as a checklist with which documentation can be compared. A separate spreadsheet is required for Secondary, Administrative, Equipment and Assets, and Transportation services categories and must be submitted with applicant agencies' applications. Agencies that choose to document hotel/motel expenditures based on actual costs will have to provide a spreadsheet. Note within the spreadsheets, a description column is provided for agencies to clarify items that are not detailed on receipts. Daily logs are also required to account for the number of meals and nights of shelter provided for families and individuals encountered by DHS.

Spreadsheets and daily logs alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must also be submitted to the Local Board.

- If spreadsheets and daily logs are not completed accurately, it will result in the possibility of delay or disqualification to receive funds. Blank spaces are not acceptable, except the description column if not needed. The description column was added to the spreadsheets so that any item on a receipt that is not identified may be noted. N/A is allowed only for the Invoice/Receipt Number column.
- All spreadsheets and daily logs must include:
  - Jurisdiction Name and 6-digit Local Board ID
  - LRO Name and 9-digit LRO ID
  - LRO Address

### Required Elements for Spreadsheets (sample spreadsheets are available on the EFSP website at [Humanitarian Funding Info](#))

1. **Payment/Check Number:** preprinted number on check, used to pay vendors for service; if an agency's credit/debit card is used, indicate credit card or debit card in the spreadsheet (do not include the card number); for electronic transactions, indicate EFT. The approved payment methods are LRO checks, LRO debit card, LRO credit card, cash, and electronic payments from LRO bank accounts. All spreadsheets must be sorted by the payment/check number.
2. **Payment/Check Date (MM/DD/YY):** date the payment/check is issued (date printed on the check) to pay vendors; if an agency's credit/debit card or cash is used, indicate the date of the purchase (invoice/receipt).
3. **Invoice/Receipt Date (MM/DD/YY):** date the vendor prints on the invoice or receipt; invoice/receipt date must be dated within eligible timeframes (see Key Dates).
4. **Invoice/Receipt Number:** preprinted number on the invoice/receipt from vendors; if there is no invoice number, indicate not applicable (N/A) on the spreadsheet.
5. **Description Column:** This column should be used to provide a description of an item purchased if it is not clearly identified on the receipt.
6. **Vendor Name:** company or individual that provided services for agency or migrants.
7. **Total Check/Payment Amount:** cost paid to vendors for services provided for agency or migrants; **total face amount** of check/payment is required. When multiple invoices were paid by one check, all invoices must be listed as separate line items; check information should be repeated as needed.
8. **Invoice/Receipt Amount:** total cost of purchase.
9. **EFSP Portion of Invoice Amount:** portion of the purchase paid with EFSP funds; the EFSP portion should not exceed the total check/payment amount and invoice amount. The column must be totaled on each page if multiple pages are required for the category. The total amount must be provided for the category on the last page if multiple pages are required.

**Required Elements for Administrative Expenditures Spreadsheets – Payroll**

1. **Employee Name:** Name of employee(s) who provided direct services, and name of employee(s) who administered/prepared/completed the funding request process after the period of services for migrants.
2. **Payroll Date (MM/DD/YY):** The date that compensation was paid to employees (date printed on the payroll register).
3. **Percentage:** Percentage of time charged to EFSP.
4. **Payroll Amount:** Amount printed on the payroll register.
5. **EFSP Portion of Payroll Amount:** The payroll amount charged to EFSP. The EFSP portion of the payroll amount should equal to multiplying the payroll amount by the percentage of time charged to EFSP.

**Example of Primary Expenditures Spreadsheet for Hotel/Motel Shelter**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State, Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

**PRIMARY ELIGIBLE REIMBURSEMENTS SPREADSHEET – HOTEL/MOTEL SHELTER NIGHTS**

Payment /Check Number	Payment/ Check Date (MM/DD/YY)	Invoice/ Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
87364	3/15/23	3/12/23	842086	Value Motel		250.00	250.00	250.00
Credit Card	1/01/23	1/01/23	789134	Local City Motel		50.00	50.00	50.00
<b>Total</b>								<b>300.00</b>

Sample Spreadsheets and Guidance are available on EFSP website under the Humanitarian Funding Info tab.

**Example of Secondary Expenditures Spreadsheet for Supportive Services**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State, Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

**SECONDARY ELIGIBLE REIMBURSEMENTS SPREADSHEET**

Payment /Check Number	Payment/ Check Date (MM/DD/YY)	Invoice/ Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12395	02/26/23	01/15/23	6501	Community Drugstore	COVID-19 Tests	250.00	250.00	250.00
Debit Card	03/10/23	03/10/23	LS-555-05	Legal Services Corporation		50.00	50.00	50.00
EFT	03/25/23	03/25/23	CH54321-20	Sample Translation Company		200.00	200.00	200.00
Cash	03/10/23	03/10/23	5430-09	Local Grocery Mart		53.00	53.00	53.00
<b>Total</b>								<b>550.00</b>

Sample Spreadsheets and Guidance are available on EFSP website under the Humanitarian Funding Info tab.



**Example of Administrative Expenditures Spreadsheet – Direct Costs**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

**ADMINISTRATION EXPENDITURES - DIRECT COST**

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12315	02/15/23	02/15/23	12-7788935	USPS	Postage	50.00	50.00	50.00
<b>Total</b>								<b>50.00</b>

Sample Spreadsheets are available on EFSP website under the Humanitarian Funding Info tab.

**Example of Administrative Expenditures Spreadsheet – Payroll**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Payroll Registers must be provided. *If required, copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must also be submitted to the **Local Board**.* Documentation may also be sent electronically in the application process if volume is not too large.

**ADMINISTRATION EXPENDITURES - PAYROLL**

Employee Name	Payroll Date (MM/DD/YY)	Percentage	Payroll Amount	EFSP Portion of Payroll Amount
Smith, Tester	2/28/23	25.00%	\$1,500.00	\$375.00
Smith, Tester	3/15/23	30.00%	\$1,500.00	\$450.00
Smith, Tester	3/31/23	20.00%	\$1,500.00	\$300.00
<b>Total</b>				<b>1,125.00</b>

Sample Spreadsheets are available on EFSP website under the Humanitarian Funding Info tab.

**Example of Transportation Spreadsheet**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

**TRANSPORTATION SERVICES ELIGIBLE REIMBURSEMENT SPREADSHEET**

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
1358	02/18/23	02/15/23	SW123-23	Charter Bus Depot		1,200.00	1,200.00	1,200.00
Credit Card	03/20/23	03/20/23	6543-21	USA Airlines	Airfare for 4 migrants	1,000.00	1,000.00	1,000.00
Credit Card	05/03/2023	05/03/2023	9900-1	Bus Line	Bus tickets 10 migrants	625.00	625.00	625.00
<b>Total</b>								<b>2,825.00</b>

Sample Spreadsheets are available on the EFSP website under the Humanitarian Funding Info tab.

**Example of Equipment and Assets Expenditures Spreadsheet**

**Emergency Food and Shelter Program  
FY 2023 Humanitarian Relief Funding**

<b>Jurisdiction ID and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID and Name</b>	0123-00-001 Sample Agency
<b>LRO Address City/State/Zip</b>	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proofs of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

**EQUIPMENT AND ASSETS ELIGIBLE REIMBURSEMENT SPREADSHEET**

Payment/Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt)	Invoice/Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12318	02/17/23	02/16/23	N/A	Handy Repairs	Refrigerator Repair	250.00	250.00	250.00
Credit Card	03/20/23	03/20/23	6543-21	Appliance Depot		650.00	650.00	300.00
<b>Total</b>								<b>550.00</b>

Sample Spreadsheets are available on the EFSP website under the Humanitarian Funding Info tab.





**Required Elements for Daily Per Meal Log** (sample daily logs are available on the EFSP website under the Humanitarian Funding Info tab)

1. **Date (MM/DD/YY):** date that agency provided service (e.g., food) to migrants. The daily logs must be sorted in date order and show a daily count. Date must be within eligible timeframes (see Key Dates).
2. **Number of Meals served:** number of meals served to migrants. For agencies that provided bags/boxes of food items, provide the best estimate of number of meals included in the bags/boxes.
3. **Total Number of Meals Served:** total number of meals served

**EXAMPLE OF PER MEAL LOG**

<b>Emergency Food and Shelter Program</b> <b>FY 2023 Humanitarian Relief Funding</b> <b>Daily Per Meal Log</b> <b>(Reimbursement will be made at the rate of \$3.00 per meal)</b>	
Jurisdiction ID (6 digits) and Name	0123-00 Sample Jurisdiction
LRO ID (9 digits) and Name	0123-00-001 Sample Agency
LRO Street Address, City, State, Zip	123 Sample Street, City, State Zip
Date (MM/DD/YY)	Number of Meals Served
01/12/23	100
01/16/23	150
02/17/23	125
02/20/23	100
02/25/23	50

**Total Meals Provided: 525**  
**Total Reimbursement Request: \$1,575.00**

The per meal log must show a **daily** count. Sample per meal log and guidance are available on the EFSP website under the Humanitarian Funding Info tab. The per meal log must be submitted electronically in the application process on the EFSP website for agencies using the per meal rate.

**Required Elements for Daily Per Diem Shelter Log** (sample daily logs are available on the EFSP website under the [Humanitarian Funding Info](#) tab)

1. **Date (MM/DD/YY):** date that agency provided shelter to migrants. The logs must be sorted in date order and show a daily count. Date must be from within the eligible timeframes (see Key Dates).
2. **Number of Migrants Sheltered:** number of migrants sheltered per day
3. **Total Number of Shelter Days Provided:** total number of shelter days provided

### EXAMPLE OF DAILY SHELTER LOG

<b>Emergency Food and Shelter Program  FY 2023 Humanitarian Relief Funding  Daily Per Diem Log  (Reimbursement will be made at the rate of \$12.50 per individual served)</b>	
<b>Jurisdiction ID (6 digits) and Name</b>	0123-00 Sample Jurisdiction
<b>LRO ID (9 digits) and Name</b>	0123-00-001 Sample Agency
<b>LRO Street Address, City, State, Zip</b>	123 Sample Street, City, State Zip
<b>Date (MM/DD/YY)</b>	<b>Number of Migrants Sheltered</b>
1/23/23	50
1/30/23	30
2/4/23	25
2/13/23	50
2/23/23	10

**Total Shelter Days: 165**

**Total Reimbursement Request: \$2,062.50**

The per diem shelter log must show a **daily** count. Sample per diem shelter log is available on the EFSP website under the Humanitarian Funding Info tab. The per diem shelter log must be submitted electronically in the application process on the EFSP website for agencies using the per diem shelter rate.



**Required Elements for Daily Meal Log and Daily Shelter Log** (sample daily logs are available on the EFSP website under the [Humanitarian Funding Info](#) tab.)

1. **Date (MM/DD/YY):** date that agency provided service (food, shelter, and other services) to migrants. The daily logs must be sorted in date order and show a daily count. Date must be within the eligible timeframes (see Key Dates).
2. **Number of Meals served:** number of meals served to migrants. For agencies that provided bags/boxes of food items, provide the best estimate of number of meals included in the bag/box.
3. **Number of Migrants Served:** number of migrants served per day.
4. **Total Number of Unduplicated Migrants Served:** total number of unique migrant clients served.

### Example of Daily Meal Log

#### Emergency Food and Shelter Program FY 2023 Humanitarian Relief Funding

##### DAILY MEAL LOG

Jurisdiction ID (6 digits) and Name	0123-00 Sample Jurisdiction
LRO ID (9 digits) and Name	0123-00-001 Sample Agency
LRO Street Address	123 Sample Street, Sample City, State Zip

Date (MM/DD/YY)	Number of Meals Served	Number of Migrants Served
02/01/23	100	50
02/02/23	70	35
02/03/23	80	40
02/04/23	90	45
<b>Total Number Served</b>	<b>340</b>	<b>170</b>
<b>Total Number of Unduplicated Migrants Served</b>	<b>150</b>	

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 in the application process on EFSP website. Spreadsheets and daily logs alone are not sufficient. Copies of supporting documentation (proof of payment and receipts/invoices) of eligible expenditures must be submitted to the Local Board. Documentation may also be sent electronically in the application process, if volume is not too large.

### Example of Daily Shelter Log

#### Emergency Food and Shelter Program FY 2023 Humanitarian Relief Funding

##### DAILY SHELTER LOG

Jurisdiction ID (6 digits) and Name	0123-00 Sample Jurisdiction
LRO ID (9 digits) and Name	0123-00-001 Sample Agency
LRO Street Address	123 Sample Street, Sample City, State Zip

Date (MM/DD/YY)	Number of Migrants Served
02/01/23	25
02/02/23	24
02/03/23	24
02/04/23	25
<b>Total Number Served</b>	<b>98</b>
<b>Total Number of Unduplicated Migrants Served</b>	<b>65</b>

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 in the application process on EFSP website. Spreadsheets and daily logs alone are not sufficient. Copies of supporting documentation (proof of payment and receipts/invoices) of eligible expenditures must be submitted to the Local Board. Documentation may also be sent electronically in the application process, if volume is not too large.

## **HELP DESK TECHNICAL ASSISTANCE**

Supportive materials have been provided to assist with the application and implementation of these funds including, but not limited to, this FY 2023 Humanitarian Relief Funding Guidance, Spreadsheet Templates, and Key Program Dates. The National Board has produced a pre-recorded training to assist with the application process and administration of the funds. All training and guidance materials are available on the EFSP website under the [Humanitarian Funding info tab](#).

Potential applicants may seek assistance about the FY 2023 humanitarian relief funding by contacting the:

- Local Board
- SSA Committee (for state-wide agencies)
- EFSP website by clicking [Humanitarian Funding Info](#)
- National Board staff at [suppfund@www.unitedway.org](mailto:suppfund@www.unitedway.org) or 703.706.9660, option 6



## **GRANT AGREEMENT ARTICLES, FINANCIAL TERMS AND CONDITIONS AND OTHER TERMS AND CONDITIONS**

The humanitarian relief funding received in FY23 (Phase HR23; “HR” stands for Humanitarian Relief and “23” stands for Fiscal Year 2023) is a restricted federal grant. All federal grants have terms and conditions that apply to **ALL** parties participating in the grant. For the Phase HR23, all parties mean the National Board, which is considered the *Recipient*, State Set-Aside Committees (SSAs), Local Boards, and Local Recipient Organizations (LROs) which are considered the *Sub-Recipients*. This section of the FY 2023 Humanitarian Relief Funding Guidance (HRFG) provides guidance related to the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions of the grant. The Phase HR23 Certification Forms for all parties contain statements that incorporate the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions. All parties must ensure their understanding of this section of the FY 2023 Humanitarian Relief Funding Guidance (HRFG) and the statements on the Certification Forms being signed, as they are agreeing to specific program requirements mandated by the Federal government, including those that may not appear to apply to the types of programs and activities eligible under the Phase HR23. While some of the articles do not appear to be consistent with the types of programs and activities funded under the Phase HR23, and some address recipients but not sub-recipients, all Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions must be passed on to all participating parties. ***All parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in this HRFG.***

Participating SSAs and Local Boards have responsibility for ensuring compliance in their selection of service agencies for funding and adhering to all Phase HR23 requirements, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions. SSAs, Local Boards, and LROs should familiarize themselves with all specific citations noted in the Guidance.

### **Article I - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**HR23 Applicability:** This article *applies* to all State Set-Aside Committees, Local Boards and LROs.

### **Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” – as well as those regarding accounting systems, audits, and other financial matters and the Financial Terms and Conditions and the Eligible Expenditures.

### **Article III - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award.

After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. For the purposes described in this article, State Set-Aside Committees, Local Boards and LROs must make sure that they comply with the Acknowledgement of Federal Funding from DHS. Completion of the Civil Rights Evaluation Tool applies to the National Board.

#### **Article IV – Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press release, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs.

#### **Article V - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded, the article still applies. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” speak to this Grant Agreement Article.

#### **Article VI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article VII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds] speak to this Grant Agreement Article.

#### **Article VIII - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**HR23 Applicability:** This applies to all State Set-Aside Committees, Local Boards and LROs. To meet the documentation requirements in certain program categories, it is necessary to obtain, retain, and provide, if requested, PII for clients served with funding. Items that should not be submitted to EFSP as documentation include, but are not limited, to driver’s licenses, Social Security Numbers or cards, pay stubs, etc.

#### **Article IX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article X - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article XI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded, the article still applies. There are no allowable activities that can be funded regarding materials that would be copyrighted with the funds. Any necessary materials for use would not generally be copyrighted. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” speak to this Grant Agreement Article.

#### **Article XII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations



restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Is not debarred or suspended from receiving Federal funds” – and the Financial Terms and Conditions sections speak to this requirement.

#### **Article XIII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs.

#### **Article XIV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**HR23 Applicability:** This applies to all State Set-Aside Committees, Local Boards and LROs. Expenditures paid with funding cannot be charged to other awards/grants. See statement contained in the Certification Forms – “Will expend monies only on EFSP eligible costs”.

#### **Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded, the article still applies. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article XVI – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074, Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies.

#### **Article XVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. With the exception of supplies and equipment purchases to address emergency rehabilitation costs/building code citations for mass shelter and mass feeding sites, there are no other allowable activities that can be funded with the funds. See the statement in the Certification Forms – “Will expend monies only on eligible costs”.

#### **Article XVIII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801- 3812, which details the administrative remedies for false claims and statements made.)

**HR23 Applicability:** This applies to all State Set-Aside Committees, Local Boards and LROs. Generally, this act provides for criminal penalties if false claims are filed.

#### **Article XIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs.

#### **Article XX - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**HR23 Applicability:** This article applies to the EFSP National Board as the recipient, all State Set-Aside Committees, Local Boards and LROs as subrecipients of funds.

#### **Article XXI - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded, the article still applies. Domestic air travel for EFSP purposes may be allowable. However, international air transportation of people and property are not allowable activities that can be funded. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” – speak to this Grant Agreement Article.

#### **Article XXII - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

**HR32 Applicability:** This applies to all State Set-Aside Committees, Local Boards and LROs. Should SSAs, Local Boards, or LROs conduct conferences, meetings, or trainings for EFSP purposes, they must comply with this requirement.

#### **Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Form – “Will expend monies only on EFSP eligible costs” speaks to this Grant Agreement Article.

#### **Article XXIV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article XXV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Will not use EFSP funding for any lobbying activities and if receiving \$100,000, or more, will provide the “Certification Regarding Lobbying” and, if applicable, will complete Standard Form LLL, “Disclosure Form to Report Lobbying”, – in advance with its instructions – speak to this Grant Agreement Article. The “Lobbying Prohibition and Reporting Requirements” section speak to this Grant Agreement Article.

#### **Article XXVI - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies.

#### **Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. EFSP guidelines prohibit discrimination based on age, race, sex, religion, national origin, disability, economic status, or sexual orientation.

#### **Article XXVIII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**HR23 Applicability:** This applies to all State Set-Aside Committees, Local Boards and LROs. EFSP is not intended to make up for budget shortfalls or to be considered a line item in an annual budget. EFSP funds cannot replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXIX - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**HR23 Applicability:** The requirements stated in this article applies to the recipient, the EFSP National Board. The NOFO and guidance is made available to the National Board via the ND Grants System. All terms and conditions of the award are agreed to when the National Board accepts the award in the ND Grants System.

#### **Article XXX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. Any necessary materials for use under the EFSP would not generally be patented. The statement contained in the Certification Forms – “Will expend monies only on EFSP eligible costs” speak to this Grant Agreement Article.

#### **Article XXXI - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Forms – “Will expend monies only on EFSP eligible costs” speak to this Grant Agreement Article.

#### **Article XXXII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Practices non-discrimination [those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds]” speak to this Grant Agreement Article.

#### **Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance**

**General Reporting Requirements:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**HR23 Applicability:** The reporting in this article applies to the recipient, the EFSP National Board. The EFSP is registered in the SAMS system. Any necessary updates to EFSP information in the system or required reporting related to the grant will be made appropriately.

#### **Article XXXIV - Reporting Subawards and Executive Compensation**

**Reporting of first tier subawards:** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**HR23 Applicability:** This article applies to the Recipient (National Board) and all Sub-recipients (State Set-Aside Committees, Local Boards and LROs). As information received from State Set-Aside Committees, Local Boards and LROs are necessary components of the required reports, the statements contained in the Certification Forms regarding the Unique Entity Identifier (UEI) number, Federal Employer Identification Number (FEIN), and reporting requirements speak to this Grant Agreement Article.

#### **Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Form --"Will expend monies only on eligible costs" speak to this Grant Agreement Article.

#### **Article XXXVI - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. There are no allowable activities that can be funded regarding communication equipment. The statement contained in the Certification Forms -- "Will expend monies only on eligible costs" speak to this Grant Agreement Article.

#### **Article XXXVII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” speak to this Grant Agreement Article.

#### **Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons: Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” speak to this Grant Agreement Article.

#### **Article XXXIX - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier: Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**HR23 Applicability:** System for Award Management (SAM) registration in this article applies to the recipient, the EFSP National Board. Any necessary updates to EFSP information in the system will be made yearly. The unique identifier statement applies to all State Set-Aside Committees, Local Boards and LROs. All funded LROs are required to provide their Unique Entity Identifier (UEI) number to EFSP before payments can be released. The statement contained in the Certification Forms – “Has provided a Unique Entity Identifier (UEI) number and required associated information to EFSP” - speak to this Grant Agreement Article.

#### **Article XL - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The statement contained in the Certification Forms – “Will expend monies only on eligible costs” speak to this Grant Agreement Article.

#### **Article XLI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. The use of any organization’s marks, including those of DHS, must be approved through proper channels. EFSP does not approve the use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials including those of the Federal Emergency Management Agency (FEMA) or those of any other National Board member agency. SSAs, Local Boards or LROs wishing to use the marks of any of these organizations must secure the individual agency’s permission. Bank accounts used by agencies funded under the EFSP should be set up in the individual agency’s name, not as FEMA.

#### **Article XLII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. The article speaks to employees and contractors with the Department of Defense and disallowed costs with funding. The statement contained in the Certification Forms – “Will expend monies



only on eligible costs" speak to this Grant Agreement Article.

#### **Article XLIII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**HR23 Applicability:** While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies.

#### **Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**HR23 Applicability:** This article *applies* to all State Set-Aside Committees, Local Boards and LROs.

#### **Article XLV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. Should there be changes to the award, the EFSP National Board will communicate changes (as necessary) to State Set-Aside Committees, Local Boards and LROs. Item 2 (Amendments) under Financial Terms and Conditions also speaks to this Grant Agreement Article.

#### **Article XLVI - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. While it may appear the types of programs and activities referenced in this article would not be consistent with the types of programs and activities funded by EFSP, the article still applies. LROs may purchase eligible equipment with EFSP funds. The statement contained in the Certification Forms – "Will expend monies only on eligible costs" speak to this Grant Agreement Article.

#### **Article XLVII - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.

Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**HR23 Applicability:** This article applies to the EFSP National Board. The budget submitted with the application in the ND Grants system generally remains the same. The scope and purpose of the program does not change.

#### **Article XLVIII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**HR23 Applicability:** This article applies to all State Set-Aside Committees, Local Boards and LROs. EFSP does not allow the use of indirect cost rates.

#### **Article XLIX – Performance Metric (formerly Award Performance Goals)**

FEMA will measure the recipient's performance of the grant by receipt and review of quarterly and final performance reports described in the Notice of Funding Opportunity for the Emergency Food and Shelter Program (EFSP) grant made available under the *Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328)*. The submission of the data elements within these reports will reflect the recipient's accomplishments to supplement and expand the ongoing work of local social service organizations within the United States, both nonprofit and public, to provide shelter, food, and supportive services to those who are experiencing, or at risk of, hunger and/or homelessness. Due to the COVID-19 pandemic, allowable services may also include COVID-19 testing and associated medical care needed during quarantine and isolation. All expenditures must be for eligible purposes, delivered in adherence to program requirements, and thoroughly documented and reported.

**HR23 Applicability:** This article applies to the EFSP National Board. Quarterly reports reflecting payment activity related to the award will be provided to FEMA as described in the Notice of Funding Opportunity for EFSP. The final performance report will be provided when the grant is closed. Reports must reflect recipient's accomplishments to award funds to participating agencies to provide shelter and other eligible services to families and individuals. COVID-19 testing and related costs eligibility will apply to State Set-Aside Committees, Local Boards and LROs when determining eligible services to provide.

#### **Article L – Clarifying What "Encountered by the Department of Homeland Security" Means in the Context of Emergency Food and Shelter Program Humanitarian Relief Funding**

By April 30, 2023, the EFSP National Board must clarify in its upcoming Guidance pertaining to FY 2023 humanitarian relief funding under the Department of Homeland Security Appropriations Act, 2023, Section 211 (Pub. L. No. 117-328) what "encountered by the Department of Homeland Security" means in the context of the Emergency Food and Shelter Program Humanitarian Relief Funding. Within this clarification, the National Board should also address what a "recent" encounter is.

**HR23 Applicability:** This article applies to the EFSP National Board. The FY23 Humanitarian Relief Guidance defines "encountered by the Department of Homeland Security" as interaction with DHS that results in a non-citizen receiving an Alien Identification Number.

#### **FINANCIAL TERMS AND CONDITIONS**

The National Board requires all participants to meet the requirements stated in this FY 2023 Humanitarian Relief Funding Guidance regarding program compliance, reporting, documentation, and submission of documentation.

##### 1. Definitions

- a. "Jurisdiction" refers to the city, county or combination receiving funds through EFSP.
- b. "Local Recipient Organization" or "LRO" refers to the local private or public (local or state) agency that will receive any award of funds from the National Board.
- c. "Award" refers to the award of funds made by the National Board to a local private or public (local



- or state) agency.
- d. "End-of-program" refers to the jurisdiction's end date, as agreed upon by the Local Board and National Board, by which all monies must be expended or returned to the National Board.
- e. "Begin Date" is the date LROs may begin expending funds.
- f. "End date" is the date by which all funds must be expended or returned to the National Board.

2. Amendments

An award may be amended at any time by a written modification. Amendments, which reflect the rights and obligations of either party, shall be executed by both the National Board and the LRO.

3. Local Board Authority Related to Local Recipient Organizations

The Local Board is responsible for monitoring expenditures of LROs receiving HR23 funds.

Local Boards may not alter or change National Board cost eligibility or approve expenditures outside of the National Board's criteria without National Board permission. Local Boards may not alter or change the National Board's documentation requirements.

In the event the National Board discovers ineligible expenditures of EFSP funds by an LRO, the National Board will send a written request to the LRO for recoupment of the ineligible amount, copying the Local Board. If the LRO is unwilling or unable to reimburse the National Board for the ineligible expenditure, the National Board may refer the matter to FEMA.

If the Local Board suspects that fraud has been committed by an LRO, the Local Board must contact the DHS Office of Inspector General (OIG) with details of the suspected fraud or misuse of Federal funds. The OIG's preferred method for reporting fraud is to fill out and submit their online allegation form from their website [www.oig.dhs.gov](http://www.oig.dhs.gov). The address for mailing information is **DHS Office of Inspector General/MAIL STOP 0305, Attention: Office of Integrity & Quality Oversight – Hotline, Murray Lane SW, Washington, DC 20528-0305**.

If an LRO received an award under previous phases (Public Laws 98-8, 98-151, 98-181, 98-396, 99-88, 99-160, 99-500, 100-6, 100-71, 100-120, 100-404, 101-45, 101-100, 101-467, 102-139, 102-389, 103-124, 103-327, 104-91, 104-134, 104-204, 105-65, 105-276, 106-74, 106-377, 107-73, 107-294, 108-7, 108-90, 108-334, 109-90, 109-295, 110-161, 110-329, 111-5, 111-83, 112-10, 112-74, 113-6, 113-76, 114-4, 114-113, 115-31, 115-141, 116-6, 116-26, 116-93, 116-136, 116-260, 117-2, & 117-103, 117-180 reference to 117-103), it must not include those funds in any reporting for the current award. Reports should be confined to the amount granted by the National Board under the new appropriations legislation (Public Law 117-328).

4. Cash Depositories

- a. Any money advanced to the LRO under the terms of this award must be deposited in a checking account in a bank with Federal Deposit Insurance Corporation (FDIC) or Federal Savings & Loan Insurance Corporation (FSLIC) insurance coverage (whose responsibility has been taken over by FDIC), and the balance exceeding the FDIC or FSLIC coverage must be collaterally secured.
- b. LROs are encouraged to use minority-owned banks (a bank that is owned at least 51 percent by minority group members). This is consistent with the national goal of expanding the opportunities for minority business enterprises. A list of minority-owned banks can be obtained at the addresses below.

I. <https://www.federalreserve.gov/supervisionreg/minority-depository-institutions.htm>

II. [www.fdic.gov/regulations/resources/minority/MDI.html](http://www.fdic.gov/regulations/resources/minority/MDI.html)

5. Retention and Custodial Requirements for Records

- a. Financial records, supporting documentation, statistical records, and all other records pertinent to the award shall be retained by the LROs, Local Boards, and SSA Committees for a period of three years from the end-of-program date with the following exceptions:
  - i. If any litigation, claim, program compliance review, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, program compliance problems, or audit findings involving the records have been resolved.

- ii. Records for non-expendable property, if any, acquired in part with HR23 funds shall be retained for three years from the submission of the Local Board Plan to the National Board. Non-expendable property is defined as tangible property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.
  - b. The retention period shall start from the approval of the LRO application by the National Board.
  - c. The National Board may request transfer of certain records to its custody from LROs, Local Boards, and SSA Committees when it determines that the records possess long-term retention value. The LROs, Local Boards, and SSA Committees shall make such transfers as requested.
  - d. The FEMA Administrator, the Comptroller General of the United States, and the National Board, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of LROs, Local Boards, and SSA Committees, to make audits, examinations, excerpts, and transcripts.
6. Financial Management Systems
- The LRO shall maintain a financial management system that provides for the following:
- a. Accurate, current, and complete disclosures of the financial results of this program.
  - b. Records that identify adequately the source and application of funds for federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, non-obligated balances, assets, outlays, and incomes.
  - c. Effective control over and accountability for all funds, property, and other assets.
  - d. Procedures for determining eligibility of costs in accordance with this guidance.
  - e. Accounting records that are supported by source documentation. The LRO must maintain and retain a register of cash receipts and disbursements and original supporting documentation such as purchase orders, invoices, canceled checks or documentation for other acceptable payment methods, sign-in logs and any other documentation that is necessary to support their costs under the program.
  - f. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
  - g. In cases where more than one civil jurisdiction (e.g., a city and a balance of county, or several counties) recommends awards to the same LRO, the LRO can combine these funds in a single account. However, separate program records for each civil jurisdiction award must be kept.

7. Audit Requirements

An original copy of an LRO's audit or review will be provided to the National Board, State Set-Aside Committee or Local Board upon request.

---

*A webinar providing information on audit requirements is available on the EFSP website under [Pre-recorded Presentations under the Humanitarian Funding Info tab](#).*

---

All HR23 funded LROs (both governmental and not-for-profit) that expend \$750,000 or more in Federal funds must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 of the Office of Management and Budget (Uniform Guidance), Audits of States, Local Government, and Nonprofit Organizations, which requires a single organization-wide audit. This \$750,000 could be exclusively HR23 funds or a combination of HR23 and other Federal funds that an agency might be receiving. **Note: A copy of the audit report must be forwarded to the National Board annually along with the regular audit. HR23 funds must be clearly identified by ID number in the audit/review and Schedule of Federal Awards.**

Audits of units of government shall be made annually unless the state or local government had, by

January 1, 1987, a constitutional or statutory requirement for less frequent audits. LROs receiving funds in a single or in multiple jurisdictions must identify each award individually by their LRO ID number in each jurisdiction under the Pass-Through Grantors Number on the Schedule of Expenditures of Federal Awards.

8. Payment

A direct payment shall be made to the LRO upon recommendation of the Local Board and approval by the National Board. All LROs will have to be in compliance with HR23 guidelines. Any LRO with an outstanding compliance exception will have to resolve the exception, prior to the release of funds.

9. Financial Reporting Requirements

The National Board shall provide LROs with the necessary reporting requirements in advance of report deadlines.

LROs shall submit Humanitarian Relief Funding Reimbursement Reports to the National Board by the application deadline designated by the National Board.

10. Closeout

The following definitions shall apply:

- a. "Closeout" is the process by which the National Board determines that all applicable administrative actions and all required work of the award have been completed.
- b. "Disallowed costs" are those charges that the National Board determined to be unallowable in accordance with the legislation, National Board requirements and applicable Federal cost principles or other conditions contained in the award. The applicable cost principles are contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 of the Office of Management and Budget (Uniform Guidance.). If you are unsure of where to find the Uniform Guidance, check with your local Congressional Representative, contact the National Board staff, or visit the Office of Management and Budget's website: [www.omb.gov](http://www.omb.gov).

11. Suspension and Termination Procedures The following definitions shall apply:

- a. Termination – termination of this award means the cancellation of HR23 assistance, in whole or in part, under the award at any time prior to the date of completion.
- b. Suspension – the suspension of this award is an action by the Local Board or National Board that temporarily suspends HR23 assistance under the award pending corrective action by the LRO or pending a decision by the National Board to terminate the award.

12. Lobbying

Pursuant to 31 U.S.C. §1352, an LRO is prohibited from using federally appropriated grant funds for lobbying activities. This condition bars the use of Federal money for political activities but does not in any way restrict lobbying or political activities paid for with non-Federal funds. This condition prohibits the use of Federal grant funds for the following activities:

- Federal, state or local electioneering and support of such service agencies as campaign organizations and political action committees;
- Direct lobbying of Congress and State Legislatures to influence legislation;
- Grassroots lobbying concerning either Federal or state legislation;
- Lobbying of the Executive Branch in connection with decisions to sign or veto enrolled legislation; and,
- Efforts to utilize state or local officials to lobby the Congressional or State Legislatures.

Any LRO that will receive more than \$100,000 in HR23 funds is required to submit:

- a certification form that HR23 funds will not be used for lobbying activities; and,
- a disclosure of lobbying activities (if applicable).

This certification and disclosure must be submitted prior to grant payment.

13. **Debarment and Suspension Regarding Funding**

Pursuant to Executive Order 12549, Debarment and Suspension, all LROs benefiting from HR23 funding must certify that they have not been debarred or suspended from receiving funds from or doing business with the Federal government. Each LRO will make this certification by signing the LRO Certification Form which states the requirement. Each Local Board must certify they have received the LRO Certification Form from the LRO which state the requirements.

**OTHER TERMS AND CONDITIONS**

**Duplication of Benefits**

There may not be a duplication of any Federal assistance by governmental service agencies, per 2 CFR Part §225 (Uniform Guidance), basic Guidelines Section C.(c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non- governmental service agencies are also subject to this prohibition per 2 CFR Parts §220 and §230 and 48 CFR Part §31.2 (Uniform Guidance.)

***HR23 Applicability:*** *This applies to all State Set-Aside Committees, Local Boards, and LROs. HR23 is not intended to make up for budget shortfalls or to be considered a line item in an annual budget Expenditures charged in full to the HR23 grant may not also be charged to other awards/grants; nor may expenditures paid for with HR23 funding be charged to other awards/grants. The statements contained in the Certification Forms – “Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services” and “Will expend monies only on eligible costs” - as well as the Eligible Expenditures section of the HRFG speak to this requirement.*

**Non-Supplanting Requirement**

Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

***HR23 Applicability:*** *This applies to all State Set-Aside Committees, Local Boards and LROs. HR23 is not intended to make up for budget shortfalls or to be considered a line item in an annual budget The Preamble and the statement contained in the Certification Forms – “Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services” - speak to this requirement.*

**Hatch Act**

The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies and who work in connection with programs financed in whole or in part by Federal loans or grants. All recipients of financial assistance will comply with the regulations, as applicable, to States and Local Governments, of the Hatch Act, 5 U.S.C. § 1501 – 1508, as amended.

***HR23 Applicability:*** *This applies to all State Set-Aside Committees, Local Boards, and LROs (both governmental and non-profit). These service agencies are responsible for determining the applicability of this requirement to the employees of their agency/organization as this requirement is fact-dependent and needs to be compared to the work of the individual employee.*

**False Claims Act and Program Fraud Civil Remedies**

All recipients of financial assistance will comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of Federal payments shall submit a false claim for payment. Further, 38 U.S.C. § 3801 – 3812 contains administrative remedies for false claims and statements made.

***HR23 Applicability:*** *This applies to all State Set-Aside Committees, Local Boards and LROs. Generally,*



*this act provides for criminal penalties if false claims are filed.*

### **Debarment and Suspension**

Executive Orders 12549 and 12689 provide protection against waste, fraud and abuse by debarring or suspending those persons/agencies deemed irresponsible in their dealings with the Federal government. The recipient agency must certify that they are not debarred or suspended from receiving Federal assistance. For additional information, see 2 CFR Part §3000 (Uniform Guidance.) \*See also Appendix B. Certifications and Assurances\*

**HR23 Applicability:** *This article applies to all State Set-Aside Committees, Local Boards and LROs. The statement contained in the Certification Forms – “Is not debarred or suspended from receiving Federal funds” – and the Financial Terms and Conditions sections in the HRFG speak to this requirement.*

### **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**HR23 Applicability:** *This applies to all State Set-Aside Committees, Local Boards, and LROs. Should SSAs, Local Boards, or LROs conduct conferences, meetings, or trainings for HR23, they must comply with this requirement.*

### **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS recommends that all grantees who collect PII have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share the PII with third parties, and how individuals may have their PII corrected where appropriate. Grantees may also find as a useful resource the DHS Privacy Impact Assessments: The Privacy Office Official Guidance and the Privacy Impact Assessment Template (available on the DHS Privacy Office website at:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and  
[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

**HR23 Applicability:** *This applies to all State Set-Aside Committees, Local Boards and LROs. In order to meet the documentation requirements of the HR23 in certain program categories, it is necessary to obtain, retain, and provide, if requested, PII for clients served with HR23 funding. The National Board does not require and does not expect to receive PII beyond what is noted in the HR23 Documentation Requirements as stated in the HRFG. Items that should not be submitted to EFSP as documentation include, but are not limited to, driver's licenses, Social Security Numbers or cards, pay stubs, etc.*

**ATTACHMENT "D"**  
Certification Regarding Lobbying

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text" value="Completed on submission to Grants.gov"/>	* DATE: <input type="text" value="Completed on submission to Grants.gov"/>

**ATTACHMENT "E"**  
**FFATA Certification Forms**





# Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

<b>Legal Name of Contractor:</b>	<b>FFATA Contact: (Name, Email and Phone Number):</b>
<b>Primary Address of Contractor:</b>	<b>Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a></b>
<b>Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a></b>	<b>State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:</b>

<b>Printed Name of Authorized Representative:</b>	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>	<b>Date Signed</b>

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**

# Mathematical Analysis of the Problem

The first step in the analysis is to identify the variables and parameters involved in the problem. These include the independent variables, the dependent variables, and the constants that define the system.

Next, we need to establish the boundary conditions and initial conditions for the problem. These conditions are essential for determining the unique solution to the problem.

The third step is to derive the governing equations for the problem. These equations are typically partial differential equations that describe the physical processes occurring in the system.

Once the governing equations are derived, we can proceed to solve the problem. This may involve using analytical techniques or numerical methods, depending on the complexity of the problem.

The final step is to analyze the results of the solution. This involves interpreting the physical meaning of the results and comparing them with experimental data or theoretical predictions.

In conclusion, the mathematical analysis of the problem involves a systematic approach that starts with identifying the variables and parameters, followed by establishing the boundary and initial conditions, deriving the governing equations, solving the problem, and finally analyzing the results.

This process is essential for understanding the underlying physics of the problem and for developing accurate models that can be used to predict the behavior of the system.

The mathematical analysis of the problem is a complex task that requires a deep understanding of the underlying physics and a strong background in mathematics.

By following the steps outlined above, we can gain a deeper understanding of the problem and develop accurate models that can be used to predict the behavior of the system.

The mathematical analysis of the problem is a key component of the scientific method and is essential for advancing our understanding of the natural world.

In summary, the mathematical analysis of the problem is a systematic and rigorous process that is essential for understanding the underlying physics of the problem and for developing accurate models.

The mathematical analysis of the problem is a complex task that requires a deep understanding of the underlying physics and a strong background in mathematics.

By following the steps outlined above, we can gain a deeper understanding of the problem and develop accurate models that can be used to predict the behavior of the system.



Legislation Text

File #: 24-1728, Version: 1

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-5609  
Fire, Chief Jonathan Killings, (915) 212-5609

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion and action on the request that the City Council ratify the expenditures with the named vendors and in the specified amounts associated with the Contracts issued under § 252.022(a)(1) - (2) of the Texas Local Government Code and within the purview of Ordinance 019333 as listed below:

Vendor Name	Contract ID	Description	Amount
1. Family Endeavors Inc	2025-0239	Shelter Management Services	\$2,000,000
2. G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$672,560
3. Karina Mitali, LLC	2025-0240	Lodging Services	\$369,220
4. Kiash Hospitality, LLC	2025-0240	Lodging Services	\$296,246
5. Relianse Yar LLC	2025-0240	Lodging Services	\$276,810
6. Rock Solid Protection LLC	2025-0241	Security Services	\$2,876,671
7. Super Chef Inc.	2025-0242	Meal Services	\$267,021
8. Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$51,461
9. Universal Protection Service LP	2023-0558	Security Services	\$559,855
10. The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$91,008



# Purchasing & Strategic Sourcing Department

**MAYOR**

Oscar Leeser

To: Honorable Mayor and City Council Representatives

Thru: Robert Cortinas  
Chief Financial Officer**CITY COUNCIL****District 1**

Brian Kennedy

From: K. Nicole Cote  
Managing Director**District 2**

Dr. Josh Acevedo

Date: December 5, 2024

**District 3**

Cassandra Hernandez

Subject: Agenda Item Ratification of Expenditures under the Emergency Ordinance

**District 4**

Joe Molinar

**Procurement Information:**

This is a Ratification of Expenditures for the following contracts:

	Vendor Name	Contract ID	Description	Amount
1	Family Endeavors Inc	2025-0239	Shelter Management Services	\$ 2,000,000
2	G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$ 672,560
3	Karina Mitali, LLC	2025-0240	Lodging Services	\$ 369,220
4	Kiash Hospitality, LLC	2025-0240	Lodging Services	\$ 296,246
5	Relianse Yar LLC	2025-0240	Lodging Services	\$ 276,810
6	Rock Solid Protection LLC	2025-0241	Security Services	\$ 2,876,671
7	Super Chef Inc.	2025-0242	Meal Services	\$ 267,021
8	Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$ 51,461
9	Universal Protection Service LP	2023-0558	Security Services	\$ 559,855
10	The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$ 91,008
				\$ 7,460,852

**District 5**

Isabel Salcido

**District 6**

Art Fierro

**District 7**

Henry Rivera

**District 8**

Chris Canales

**CITY MANAGER**

Dionne Mack

We are requesting that the City Council ratify the award of these contracts in support of migrant operations funded by the Emergency Food and Shelter Program (EFSP), a FEMA-funded program authorized by the McKinney-Vento Homeless Assistance Act of 1987. The City of El Paso received this grant in support of humanitarian efforts assisting migrants to include meals, lodging, transportation and services, supplies or equipment in support of these efforts.

For any Procurement related questions please contact: K. Nicole Cote Managing Director at (915) 212-1092 or [Cotekn@elpasotexas.gov](mailto:Cotekn@elpasotexas.gov).

**K. Nicole Cote – Managing Director**

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901  
(915) 212-0043 | [CoteKN@elpasotexas.gov](mailto:CoteKN@elpasotexas.gov)



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Fire - Office of Emergency Management  
Purchasing & Strategic Sourcing

**AGENDA DATE:** December 16, 2024

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON NAME:** Jonathan Killings, Fire Chief  
K. Nicole Cote, Managing Director

**PHONE NUMBER:** (915)212-5609  
**PHONE NUMBER:** (915)212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 2. Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.1 - Maintain standing as one of the nations' top safest cities.

**SUBJECT:**

Discussion and action on the request that the City Council ratify the expenditures with the named vendors and in the specified amounts associated with the Contracts issued under § 252.022(a)(1) – (2) of the Texas Local Government Code and within the purview of Ordinance 019333 as listed below:

	<b>Vendor Name</b>	<b>Contract ID</b>	<b>Description</b>	<b>Amount</b>
1	Family Endeavors Inc	2025-0239	Shelter Management Services	\$ 2,000,000
2	G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$ 672,560
3	Karina Mitali, LLC	2025-0240	Lodging Services	\$ 369,220
4	Kiash Hospitality, LLC	2025-0240	Lodging Services	\$ 296,246
5	Relianse Yar LLC	2025-0240	Lodging Services	\$ 276,810
6	Rock Solid Protection LLC	2025-0241	Security Services	\$ 2,876,671
7	Super Chef Inc.	2025-0242	Meal Services	\$ 267,021
8	Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$ 51,461
9	Universal Protection Service LP	2023-0558	Security Services	\$ 559,855
10	The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$ 91,008
				\$ 7,460,852

**BACKGROUND / DISCUSSION:**

These expenditures were made in accordance with the Emergency Food and Shelter Program grant guidelines and are part of the humanitarian efforts of assisting migrants that travel through the City of El Paso. The term for these contracts is from May 1, 2023 through December 31, 2024.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

NA

**SELECTION SUMMARY:**

NA

**PRIOR COUNCIL ACTION:**

On November 18, 2024, the Mayor and City Council of the City of El Paso (the “City”) passed Emergency Ordinance No. 019333 “Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso”.

**AMOUNT AND SOURCE OF FUNDING:**

Total Amount: \$7,460,852  
Funding Source: Emergency Food and Shelter Program grant  
Account: 322-2720-22130-G2221EFSP

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



\_\_\_\_\_  
Jonathon Killings, Fire Chief



\_\_\_\_\_  
K. Nicole Cote, Managing Director

Project Form  
(Ratification of Expenditures)

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council Work Session of December 16, 2024

Strategic Goal 2 - Set the Standard for a Safe and Secure City .

Discussion and action on the request that the City Council ratify the expenditures with the named vendors and in the specified amounts associated with the Contracts issued under § 252.022(a)(1) – (2) of the Texas Local Government Code and within the purview of Ordinance 019333 as listed below:

	<b>Vendor Name</b>	<b>Contract ID</b>	<b>Description</b>	<b>Amount</b>
1	Family Endeavors Inc	2025-0239	Shelter Management Services	\$ 2,000,000
2	G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$ 672,560
3	Karina Mitali, LLC	2025-0240	Lodging Services	\$ 369,220
4	Kiash Hospitality, LLC	2025-0240	Lodging Services	\$ 296,246
5	Relianse Yar LLC	2025-0240	Lodging Services	\$ 276,810
6	Rock Solid Protection LLC	2025-0241	Security Services	\$ 2,876,671
7	Super Chef Inc.	2025-0242	Meal Services	\$ 267,021
8	Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$ 51,461
9	Universal Protection Service LP	2023-0558	Security Services	\$ 559,855
10	The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$ 91,008
				\$ 7,460,852



**RESOLUTION**

**WHEREAS**, on May 23, 2022 the Mayor of the City of El Paso (City) issued an Emergency Ordinance due to a wave of migration through the City of El Paso (Ordinance 019333); and

**WHEREAS**, subsequent to the adoption of Ordinance 019333, the City of El Paso’s Office of Emergency Management entered into multiple contracts (Contracts), under § 252.022(a)(1) – (2) of the Texas Local Government Code, for the provision of various services to assist in addressing the humanitarian and public safety crisis resulting from a wave of migration through El Paso, Texas; and

**WHEREAS**, the City wishes to ratify the amounts expended under the Contracts through the date of consideration and approval of this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Council ratify the expenditures with the named vendors and in the specified amounts associated with the Contracts issued under § 252.022(a)(1) – (2) of the Texas Local Government Code and within the purview of Ordinance 019333 as listed below:

	<b>Vendor Name</b>	<b>Contract ID</b>	<b>Description</b>	<b>Amount</b>
1	Family Endeavors Inc	2025-0239	Shelter Management Services	\$ 2,000,000
2	G Sandoval Construction Inc	2024-0208	Maintenance & Repair	\$ 672,560
3	Karina Mitali, LLC	2025-0240	Lodging Services	\$ 369,220
4	Kiash Hospitality, LLC	2025-0240	Lodging Services	\$ 296,246
5	Relianse Yar LLC	2025-0240	Lodging Services	\$ 276,810
6	Rock Solid Protection LLC	2025-0241	Security Services	\$ 2,876,671
7	Super Chef Inc.	2025-0242	Meal Services	\$ 267,021
8	Supreme Laundry and Cleaners	2025-0243	Laundry Services	\$ 51,461
9	Universal Protection Service LP	2023-0558	Security Services	\$ 559,855
10	The Salvation Army A Georgia Corp	2023-0200	Meal Services	\$ 91,008
				<b>\$ 7,460,852</b>

**APPROVED** this \_\_\_\_ day of December, 2024.

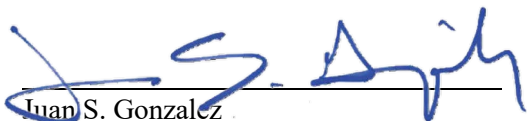
THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Nicole Cote, Managing Director  
Purchasing and Strategic Sourcing



---

**File #: 24-1750, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.  
No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

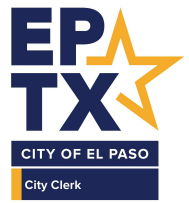
Members of the City Council, Representative Isabel Salcido (915) 212-0005

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion and action to direct the City Manager to develop a collaborative plan with the Central Appraisal District (CAD) to establish a Central Appraisal District satellite office during the property tax season within a City of El Paso facility such as the downtown tax office.

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM**



**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** 12/16/2024

**CONTACT PERSON NAME** Representative Isabel Salcido      **PHONE NUMBER:** 915-212-0005

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 3- Promote the Visual Image of El

**SUBGOAL:**

**SUBJECT:** Discussion and action to direct the City Manager to develop a collaborative plan with the Central Appraisal District (CAD) to establish a Central Appraisal District satellite office during the property tax season within a City of El Paso facility such as the downtown tax office

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)	DATE

**BACKGROUND / DISCUSSION:**

During property tax season, many residents require assistance navigating property tax processes, including payment options, exemptions, and contesting valuations. Establishing a satellite office within the Central Appraisal District during this time would provide residents with a centralized and convenient location to access both City of El Paso and CAD services. This will ensure El Paso residents have improved accessibility to essential city services during the property tax season by coordinating with the Central Appraisal District (CAD) to establish a satellite office within the CAD facility. By offering this collaborative approach, the City aims to reduce confusion, improve efficiency, and ensure equitable access to services, particularly for vulnerable populations such as seniors and first-time property owners.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

TBD

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

---

**File #: 24-1736, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

City Attorney's Office, Matt Marquez, (915) 212-0033

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Debbie Navejas as representative of Armando Navejas v. City of El Paso, Texas, et al; USDC; 3:22-CV-00225  
(551.071)



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

---

**File #: 24-1737, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

City Attorney's Office, Robert Aguinaga, (915) 212-0033

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Municipal Court Judges and applicable state law. (551.071)



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

---

**File #: 24-1738, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Economic and International Development, Karina Brasgalla, (915) 212-0033

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Discussion on potential economic development opportunities in Central El Paso. HQ#24-4018 (551.087)