



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 2, 2019

* = Mandatory, information must be provided

or Procurement Director Award

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

Our Family Services, Inc.

***Project Title/Description:**

Employment for Homeless Youth

***Purpose:**

Sullivan Jackson Employment Center (SJEC) will provide employment and education services to Pima County homeless youth.

Attachment: Our Family Services, Inc. (GTAW 19-117)

Indirect cost does not apply.

***Procurement Method:**

Not applicable to grant awards.

***Program Goals/Predicted Outcomes:**

SJEC will serve up to seventeen homeless youth.

70% of participants receiving education services will obtain a high school diploma or GED credential.

70% of participants receiving workforce and job training will obtain full-time employment.

***Public Benefit:**

This program supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers' needs.

***Metrics Available to Measure Performance:**

Monthly performance reports.

***Retroactive:**

Yes. County received contract from Our Family Services, Inc. on June 18, 2019. If the contract is not approved, eligible low-income youth may not receive employment and education services.

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

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

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

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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

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

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: GTAW Department Code: CS Grant Number (i.e.,15-123): 19-117

Effective Date: 7/1/19 Termination Date: 6/30/20 Amendment Number: _____

Match Amount: \$ 10,497.00 Revenue Amount: \$ 41,987.00

***All Funding Source(s) required:** U.S. Dept of Housing & Urban Development (HUD) Continuum of Care

***Match funding from General Fund?** Yes No If Yes \$ 10,497.00 % _____

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

***Funding Source:** _____

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

Our Family Services, Inc.

Contact: Dan Sullivan

Department: Community Services Telephone: 724-7309

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature]

County Administrator Signature/Date: [Signature] 6/25/19
(Required for Board Agenda/Addendum Items)

GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	CSET	Date: 6/19/19												
Contact Information:	Name: Rise Hart	Telephone: 724-5723												
Funding opportunity title:	Secure Futures Rapid Rehousing Program													
Link to opportunity:														
Funding agency:	U.S. Department of Housing & Urban Development													
Amount to be requested:	\$ 41,987.00													
Due date and time:	6/21/2019	AM												
What are you going to spend the money on?	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Supportive Services</th> <th style="text-align: left;">Level of Service</th> <th style="text-align: left;">Amount allocated</th> </tr> </thead> <tbody> <tr> <td>Education</td> <td>Up to 30 TABE exams @ \$15.00/exam</td> <td>\$450.00</td> </tr> <tr> <td>Employment</td> <td>0.85 FTE Education CM Specialist</td> <td>\$37,314.00</td> </tr> <tr> <td>Transportation</td> <td>Transit passes</td> <td>\$1,360.00</td> </tr> </tbody> </table>		Supportive Services	Level of Service	Amount allocated	Education	Up to 30 TABE exams @ \$15.00/exam	\$450.00	Employment	0.85 FTE Education CM Specialist	\$37,314.00	Transportation	Transit passes	\$1,360.00
Supportive Services	Level of Service	Amount allocated												
Education	Up to 30 TABE exams @ \$15.00/exam	\$450.00												
Employment	0.85 FTE Education CM Specialist	\$37,314.00												
Transportation	Transit passes	\$1,360.00												
What will be the benefit to Pima County?	<p>Provides comprehensive housing and supportive services for homeless youth and young adults in Pima County. Participants will develop and, as necessary, revise an employment and education case plan focused on obtaining financial stability and self-sufficiency; Participants receiving education services will obtain a high school diploma or GED credential; Participants receiving workforce and job training will obtain full-time employment</p>													
Indirect costs – check one:	<input checked="" type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: 10 % <input type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) <input type="checkbox"/> I need help understanding indirect costs													
By: _____	Date: 6-21-19													
Department Director or Designee														

GRANT COST/BENEFIT ANALYSIS

To be completed by GMI staff

CFDA No. 14.267

Competitive Criteria:

non competitive

Other Factors:

Match will be used towards wages.

Number of Awards:

n/a

Total amount to be awarded:

Match Required:

Yes

No

If required what is the amount/percent: \$10,497.00

Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):

Comply with the applicable provisions of 24 CFR § 578, 2 CFR § 200, and current Tucson Pima Collaboration to End Homelessness ("TPCH") Written Standards, including any amendments made during the term of the Contract.

Will this project require additional office/project space?

Yes

No

Will this project require staff time that cannot be paid for by the grant?

Yes

No

Will your project require any equipment items over \$5,000 per item?

Yes

No

Does the proposal use a fixed price contract?

Yes

No

Is this project subject to Human Subjects compliance?

Yes

No

Does this project involve subrecipients?

Yes

No

Is there a Statutory Funding Preference from the funding agency?

Yes

No

Allowable Indirect Rate: _____ If Indirect is not allowed, attach documentation.

List any other proposal or funder specific requirements:

This Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

GMI notes & recommendations:

The 10% indirect rate is not expressed in the budget.
GMI recommends approval of the contract.

By:


GMI Director

Date:

6/24/19

County Administrator Approval Request

Approved:

Not Approved:

Subject to Further Review: Yes No

If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.

By:



County Administrator or Designee

Date:

6/24/2019

Pima County Community Services, Employment And Training – Sullivan Jackson Employment and Training (SJEC)

Project: Sullivan Jackson Employment and Training (SJEC) – Employment for Homeless Youth

Agency: Our Family Services, Inc.
2590 N. Alvernon Way
Tucson, AZ 85712

Revenue To County: \$41,987.00

Contract No.: GTAW 19-117

Funding: REVENUE -- No cost to County

GENERAL SERVICES CONTRACT (REVENUE TO COUNTY)

1. PARTIES, BACKGROUND AND PURPOSE

1.1. This Agreement is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona, and Our Family Services, Inc. (“Grantor”), a non-profit corporation doing business in the State of Arizona.

1.2. Background.

1.2.1. Grantor provides comprehensive housing and supportive services for homeless youth and young adults in Pima County.

1.2.2. Grantor received funds from U.S. Department of Housing & Urban Development (“HUD”) Continuum of Care funds (CFDA 14.267) to support the Secure Futures Rapid Rehousing Program for homeless youth ages 18-24 in Pima County (“the Grant”). The Grant is intended to help homeless youth achieve sustainable permanent housing and financial stability.

1.2.3. A portion of the Grant is allocated for employment services.

1.3. Authority.

1.3.1. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

1.3.2. Pima County operates Sullivan Jackson Employment Center (“SJEC”) which provides employment training for homeless men and women seeking to enter the workforce.

1.3.3. Grantor wishes to use a portion of the Grant funds to collaborate with Pima County, through SJEC, to provide workforce development services to homeless youth.

2. TERM AND EXTENSION/RENEWAL/CHANGES

2.1. Original Term. This Agreement will commence on July 1, 2019 and will terminate on June 30, 2020 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.

2.2. Extension Options. Subject to funding availability, County may renew this Agreement for up to a total of four (4) one year periods or any portion thereof (an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

2.3. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

3. SCOPE OF SERVICES.

3.1. The purpose of this Contract is to set forth the terms and conditions by which County, through SJEC, will provide workforce development services to homeless youth.

3.2. SJEC will provide the services described in the attached **Exhibit A**.

4. PAYMENT.

4.1. County will submit to Grantor a monthly request for reimbursement detailing the expenditures for the month.

4.2. Grantor will pay County within fifteen (15) days from the date the request for reimbursement is received.

5. INSURANCE.

5.1. The parties acknowledge that County is self-insured and that such self-insurance is sufficient coverage for the activities provided under this Contract.

5.2. County will provide Grantor with a copy of Insurance ACORD.

6. INDEMNIFICATION

6.1. Grantor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Grantor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

6.2. To the extent permitted by Arizona law, County will indemnify, defend and hold harmless Grantor, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of Sponsor, its officers, agents or employees in connection with this Contract. Nothing in this Contract shall be construed as a waiver of any rights or defenses applicable to County.

7. COMPLIANCE WITH LAWS

The Parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.

8. NON-DISCRIMINATION

8.1. Grantor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

8.2. During the performance of this contract, Grantor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9. AMERICANS WITH DISABILITIES ACT

Grantor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

10. AUTHORITY TO CONTRACT

Grantor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Grantor or any third party by reason of such determination or by reason of this Contract.

11. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

13. TERMINATION

- 13.1. Either Party may terminate this Contract at any time by providing fifteen (15) days written notice. In the event of such termination, Grantor will have no further obligation to County other than to pay all County costs associated with the Grant up to the date of termination.
- 13.2. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Grantor.

14. NOTICE

Any notice required or permitted to be given under this Contract must be in writing and must be served by personal delivery or by certified mail upon the other party as follows:

County:
Director
Community Services, Employment & Training Dept.
2797 E. Ajo Way
Tucson, AZ 85713

Grantor:
Chief Executive Officer
Our Family Services, Inc.
2590 N. Alvernon Way
Tucson, AZ 85712

15. NON-EXCLUSIVE CONTRACT

Grantor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

16. REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

17. SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

18. BOOKS AND RECORDS

- 18.1. Grantor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County and County.
- 18.2. In addition, Grantor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

19. PUBLIC INFORMATION

- 19.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information associated with the award of the Grant and performance thereunder, including any supporting data, become public information and upon request, are subject to release and/or review by the general public including competitors.
- 19.2. Records Marked Confidential; Notice and Protective Order.
 - 19.2.1. If Grantor reasonably believes that some of the records described in paragraph 19.1 above contain proprietary, trade-secret or otherwise-confidential information, Grantor must prominently mark those records “CONFIDENTIAL”.
 - 19.2.2. In the event that a public records request is submitted to County for records marked “CONFIDENTIAL,” County will notify Grantor of the request as soon as reasonably possible.
 - 19.2.3. County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 19.2.2, unless Grantor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
 - 19.2.4. County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

20. LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 20.1. Compliance with Immigration Laws. Grantor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Grantor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Grantor will further ensure that each subcontractor who performs any work for Grantor under this contract likewise complies with the State and Federal Immigration Laws.
- 20.2. Books and Records. County will have the right at any time to inspect the books and records of Grantor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
- 20.3. Remedies for Breach of Warranty. Any breach of Grantor or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section

20.0, will be deemed to be a material breach of this Contract subjecting Grantor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Grantor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

- 20.4. Subcontractors. Grantor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 20.0 by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

21. DISPUTE RESOLUTION

In the event of any dispute, the Grantor's Chief Operating Officer, or designee, and County's Director of Community Services Employment and Training Department, or designee, will immediately attempt to resolve the dispute prior to taking formal action.

22. NO JOINT VENTURE

It is not intended by this Contract to, and nothing contained in this Contract will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Grantor employees, or between Grantor and any County employees. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

23. DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

SCOPE OF WORK

1. County, through SJEC, will:
 - 1.1. Perform the work in accordance with the terms of this Contract; and
 - 1.2. Employ suitably skilled personnel to perform all services.
2. County will:
 - 2.1. Employ one 0.85 FTE Workforce Development Specialist;
 - 2.2. Provide employment services, education services or both to **up to seventeen (17) homeless youth**, ages 18 to 24, referred to County by Grantor (“Participant(s)”);
 - 2.3. Provide all services in a low-barrier setting using positive youth development approaches; and
Comply with the applicable provisions of 24 CFR § 578, 2 CFR § 200, and current Tucson Pima Collaboration to End Homelessness (“TPCH”) Written Standards, including any amendments made during the term of the Contract.
3. **SUPPORTIVE SERVICES**. County will provide the services set forth below as authorized in 24 CFR § 578.
 - 3.1. **Employment services**. County will:
 - 3.1.1. Provide employment case management services to help each Participant establish and pursue plans for long-term employment;
 - 3.1.2. Conduct youth-focused employability skills workshops;
 - 3.1.3. Invite and encourage each Participant to attend one of the fifty (50) job offer academies conducted by County throughout the year;
 - 3.1.4. Help Participants find and access mainstream employment, training and workforce development programs; and
 - 3.1.5. Enroll Participants in Workforce Innovation and Opportunity Act (WIOA), education programs, and other mainstream programs.
 - 3.2. **Educational Services**. County will:
 - 3.2.1. Provide staff support and financial assistance for TABE testing and assessment;
 - 3.2.2. Enroll participants who do not have a high school diploma or GED in appropriate programs to obtain a GED; and
 - 3.2.3. For participants who have a high school diploma or GED, develop appropriate post-secondary educational plans with youth and assist with financial aid applications, degree selection, and educational readiness.
 - 3.3. **Transportation services**. County will provide transit passes, as needed, for participants enrolled in the educational or employment services described above.
 - 3.4. **Administrative Services**. County will:
 - 3.4.1. Upon request of Grantor, participate in administrative meetings, monitoring, and recipient partnership activities related to the Grant;
 - 3.4.2. Maintain client confidentiality in records, data collection, and service provision;

- 3.4.3. Maintain proper and complete books, records, and accounts for all activities under the Grant; and
- 3.4.4. Assist in data collection for and the preparation of reports and applications required by HUD and TPCB.

4. OUTCOMES. County will achieve the following results:

- 4.1. 100% of participants will develop and, as necessary, revise an employment and education case plan focused on obtaining financial stability and self-sufficiency;
- 4.2. 70% of Participants receiving education services will obtain a high school diploma or GED credential; and
- 4.3. 70% of Participants receiving workforce and job training will obtain full-time employment.

5. BUDGET.

5.1. Grantor will pay County as follows:

Supportive Services	Level of Service	Amount allocated
Education	Up to 30 TABE exams @ \$15.00/exam	\$450.00
Employment	0.85 FTE Education CM Specialist @ 33,000 + 33% ERE	\$37,314.00
Transportation	Transit passes at daily, weekly, and monthly rates for up to 17 participants.	\$1,360.00
Administration	7.32% of total allocation	\$2,863.00
TOTAL		\$41,987.00

5.2. County will provide non-federal matching funds in the amount of \$10,497.00.

END OF EXHIBIT A