



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: February 19, 2019

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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**\*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.

**\*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. September 7, 2018 received contract. The contract had several language changes causing delays in processing the contract. 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): 19-72

Effective Date: 7/1/18 Termination Date: 6/30/19 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: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

<p><b>PIMA COUNTY COMMUNITY SERVICES, EMPLOYMENT AND TRAINING – Sullivan Jackson Employment Center (SJEC)</b></p> <p><b>PROJECT:</b> Sullivan Jackson Employment Center (SJEC) – Employment for Homeless Youth</p> <p><b>AGENCY:</b> Our Family Services, Inc. 2590 N. Alvernon Way Tucson, AZ 85712</p> <p><b>REVENUE TO COUNTY: \$41,987.00</b></p> <p><b>FUNDING:</b> No cost to County</p>	<p>(STAMP HERE)</p>
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### General Services Contract (Revenue to County)

THIS CONTRACT is entered into by and between the Pima County (“County”), a body politic and corporate of the State of Arizona, and Our Family Services (“Grantor”), a non-profit corporation authorized to do business in Arizona.

### RECITALS

- A. Grantor provides comprehensive housing and supportive services for homeless youth and young adults in Pima County.
- B. Grantor received \$248,286.00 in 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.
- C. A portion of the Grant is allocated for employment services.
- D. 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.
- E. Pima County operates Sullivan Jackson Employment Center (“SJEC”) which provides employment training for homeless men and women seeking to enter the workforce.
- F. 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.

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. TERM AND EXTENSION/RENEWAL/CHANGES

- 1.1. This Contract for services will commence on July 1, 2018 and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 1.2. Any modification, or extension of the contract termination date, must be by formal written amendment executed by the parties hereto.

**2. SCOPE OF SERVICES.**

- 2.1. 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.
- 2.2. SJEC will provide the services described in the attached **Exhibit A**.

**3. PAYMENT.**

- 3.1. County will submit to Grantor a monthly request for reimbursement detailing the expenditures for the month.
- 3.2. Grantor will pay County within fifteen (15) days from the date the request for reimbursement is received.

**4. INSURANCE**

- 4.1 The parties acknowledge that County is self-insured and that such self-insurance is sufficient coverage for the activities provided under this Contract.
- 4.2 County will provide Grantor with a copy of Insurance ACORD.

**5. INDEMNIFICATION**

- 5.1. 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.
- 5.2. 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.

**6. 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.

**7. NON-DISCRIMINATION**

- 7.1. 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.
- 7.2. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. TERMINATION**

- 12.1. Either Party may terminate this Contract at any time by providing fifteen (15) days written notice. In the event of such termination, will have no further obligation to County other than to pay all County costs associated with the Grant up to the date of termination.
- 12.2. 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.

**13. 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

**14. 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.



## **15. 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.

## **16. 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.

## **17. BOOKS AND RECORDS**

- 17.1. 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.
- 17.2. In addition, Grantor will retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **18. PUBLIC INFORMATION**

- 18.1. 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.
- 18.2. Records Marked Confidential; Notice and Protective Order. A
  - 18.2.1. If Grantor reasonably believes that some of the records described in paragraph 18.1 above contain proprietary, trade-secret or otherwise-confidential information, Grantor must prominently mark those records "CONFIDENTIAL."
  - 18.2.2. 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.
  - 18.2.3. County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 18.2.2, unless Grantor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
  - 18.2.4. 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.

## **19. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 19.1. 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.
- 19.2. 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.

- 19.3. 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 19.0, 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.
- 19.4. Subcontractors. Grantor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 19.0 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."*

## **20. 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.

## **21. 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.

## **22. 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**

23. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**

**GRANTOR**

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

\_\_\_\_\_  
Chief Executive Officer

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

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Director, Employment & Training

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney



**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.
    - 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
<b>TOTAL</b>		<b>\$41,987.00</b>

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

**END OF EXHIBIT A**