



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 15, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Compass Affordable Housing, Inc.

**\*Project Title/Description:**

United States Housing and Urban Development (USHUD) Continuum of Care Program (CoC) - One Stop Rapid Rehousing. The contract and amendment can be found in OnBase by searching Contracts 18\*078 in Doc\_ID\_AMS.

**\*Purpose:**

USHUD awarded Pima County \$201,545.00 to provide rapid re-housing and employment services to people experiencing homelessness in order for them to become self-sufficient.

This amendment will provide additional funding and extends the contract with Compass Affordable Housing, Inc., a subrecipient, for another year for the period November 1, 2019 to October 31, 2020.

Attachment: Contract Number CT-CS-18-078 (Amendment 2)

**\*Procurement Method:**

RFP-CSET-2015-4 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

**\*Program Goals/Predicted Outcomes:**

Compass Affordable Housing will provide at least 15 rental units for eligible households at any given time, up to 24 households per year.

**\*Public Benefit:**

The program provides the resources necessary for households experiencing homelessness in Pima County to obtain employment and housing and become self-sufficient.

**\*Metrics Available to Measure Performance:**

As a USHUD program, metrics are measured through the Homeless Management Information System.

**\*Retroactive:**

No.

To: BOB - 9-17-19  
Ver. - 7  
ygs - 5 (11)

**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: CT Department Code: CS Contract Number (i.e., 15-123): 18-078  
Amendment No.: 2 AMS Version No.: 7  
Effective Date: 11/1/19 New Termination Date: 10/31/20  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 160,463.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** United States Housing and Urban Development - Continuum of Care Program

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

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

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

\*Funding Source: \_\_\_\_\_

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

Contact: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: \_\_\_\_\_

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

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

(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF COMMUNITY SERVICES, EMPLOYMENT & TRAINING  
– Sullivan Jackson Employment Center**

**Project:** United States Housing and Urban Development Continuum of Care Program –  
One Stop Rapid Rehousing

**Awardee:** Compass Affordable Housing, Inc.  
48 North Tucson Blvd. Suite 102  
Tucson, AZ 85716

**Contract No.:** CT-CS-18\*078

**Contract Amendment No.:** Two (2)

|                                   |                     |                          |              |
|-----------------------------------|---------------------|--------------------------|--------------|
| Original Contract Term:           | 10/01/17 – 09/30/18 | Orig. Contract Amount:   | \$160,463.00 |
| Termination Date Prior Amendment: | 10/31/19            | Prior Amendments Amount: | \$160,463.00 |
| Termination Date This Amendment:  | 10/31/20            | This Amendment Amount:   | \$160,463.00 |
|                                   |                     | Revised Total Amount:    | \$481,389.00 |

|   |   |   |  |
|---|---|---|--|
| <b>DUNS No.:</b> 830239427                  |   | <b>SAM Registration Date:</b> 1/22/19                               |  |
| <b>Research or Development:</b>             |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |
| <b>Federal Contract No:</b> AZ0167L9T011803 |   | <b>Award Date:</b>  | 2019   |
| <b>Required Match:</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>Match Amount:</b>  | 25%  |
| <b>Indirect Cost Rate:</b>                  | <input type="checkbox"/>  | <input type="checkbox"/> NICR                                       | <input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None |
| <b>Status of Contractor:</b>                | <input checked="" type="checkbox"/> Subrecipient                    |   | <input type="checkbox"/> Contractor  |

| CFDA   | Grant Program  | National Funding   | Pima County Award |
|--------|--|--------------------|-------------------|
| 14.267 | Continuum of Care Homeless Program ("CoC")<br>One Stop Rapid Rehousing | \$1,890,000,000.00 | \$201,545.00      |

**GRANT FUNDING AGREEMENT – AMENDMENT TWO (2)**

**1. BACKGROUND AND PURPOSE**

- 1.1. **Background.** On October 3, 2017, Pima County ("County") and Compass Affordable Housing, Inc. ("Awardee"), entered into the above-referenced Agreement to fund Rapid Re-Housing ("RRH"); employment and training assistance; and other necessary supportive services for the homeless throughout Pima County.
- 1.2. **Purpose.**
  - 1.2.1. Pursuant to County's contract with the United States Housing and Urban Development ("HUD") funds are available RRH services (County Contract No. GTAW-19-009) in 2019-2020.
  - 1.2.2. County is extending the term of the above-referenced Agreement with Awardee for an additional year and allocating a portion of HUD's RRH award for Awardee to provide services to the homeless.
  - 1.2.3. Amendment No. 1 incorrectly stated the number of extension options available for the term of this Contract. The Parties wish to correct the error.

**2. TERM, EXTENSIONS AND AMENDMENTS, SECTION 1.0 is amended as follows:**

**2.1. Paragraph 1.2**, the first sentence is amended to read:

County may renew this Agreement for four (4) additional periods of up to one year each (the "Extension Option").

**2.2. Pursuant to paragraph 1.2**, County exercises the second of four (4) available Extension Options. This Agreement will terminate on **October 31, 2020**.

**3. COMPENSATION AND PAYMENT, SECTION 3.0 is amended as follows:**

**3.1. Paragraph 3.1** is amended to increase the Maximum Allocated Amount:

FROM: \$320,926.00

TO: \$481,389.00

**3.2. Paragraph 3.5** is deleted and replaced with the following:

**3.5. Each monthly request for reimbursement must be submitted to County by the 15<sup>th</sup> working day of each month for the previous month of service and must:**

**3.5.1. Reference this contract number.**

**3.5.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.**

**3.5.3. Be for services and costs as identified in **Exhibit A**.**

**3.5.4. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another revenue source.**

**3.5.5. Be accompanied by documentation which must include, but is not limited to:**

**3.5.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.**

**3.5.5.2. Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.**

**3.5.5.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.**

**3.5.5.4. Any other documentation requested by County.**

**3.5.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:**

**3.5.6.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and**

**3.5.6.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.**

**3.3. Paragraph 3.6** is amended to read:

If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in paragraph 3.5 for the matching funds.

3.4. **Paragraphs 3.11 through 3.17** are deleted in their entirety and replaced with the following:

- 3.11. County may, at its sole discretion:
  - 3.11.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 3.11.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
  - 3.11.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.12. Pursuant to A.R.S. § 11-622 **County will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.13. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services Employment and Training (“CSET”) or designee. The following provisions apply:
  - 3.13.1. The change may not increase or decrease the maximum allocated amount.
  - 3.13.2. Agency must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
    - 3.13.2.1. The reason the change is necessary; and
    - 3.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
  - 3.13.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Awardee prior to approval of the written request for a budget line item change.
  - 3.13.4. If the Director of CSET or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.
- 3.14. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 3.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.13 and 3.14 above will be at Awardee’s own risk.
- 3.16. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.17. Disallowed Charges or Cost Principles will be as follows:
  - 3.17.1. Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

3.17.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

3.18. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 21.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contract to the Agreement or law.

**4. LAWS AND REGULATIONS, SECTION 7.0, paragraph 7.4.3 is amended to read:**

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, “Disclosure of Lobbying Activities);

**5. ISRAEL BOYCOTT CERTIFICATION, SECTION 27.0 is deleted in its entirety and replaced with the following:**

Pursuant to A.R.S. § 35-393.01, if Awardee engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Awardee certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

6. **EXHIBIT A – SCOPE OF WORK, BUDGET, SECTION 6.0, paragraph 6.1**, the table is deleted in its entirety and replaced with the following:

| BUDGET LINE<br>ITEM             | AMOUNT ALLOCATED                                 |  |   |
|---------------------------------|--|--|---|
|                                 | October 1, 2017<br>through<br>September 30, 2018 | October 1, 2018<br>through<br>October 31, 2019 | November 1, 2019<br>through<br>October 31, 2020 |
| Case Management                 | \$43,750.00                                      | \$43,750.00                                    | \$43,750.00                                     |
| Rental Assistance               | \$104,375.00                                     | \$104,375.00                                   | \$104,375.00                                    |
| Transportation                  | \$1,500.00                                       | \$1,500.00                                     | \$1,500.00                                      |
| Moving Costs                    | \$626.00   | \$626.00                                       | \$626.00  |
| Utility Assistance              | \$4,188.00                                       | \$4,188.00                                     | \$4,188.00                                      |
| Administrative Costs            | \$6,024.00                                       | \$6,024.00                                     | \$6,024.00                                      |
| <b>Total Program<br/>Budget</b> | <b>\$160,463.00</b>                              | <b>\$160,463.00</b>                            | <b>\$160,463.00</b>                             |

All other provisions of this Agreement, including the provisions set forth in the Exhibits and attachments, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

**PIMA COUNTY:**

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

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

ATTEST:

**AWARDEE:**

  
\_\_\_\_\_  
Authorized Signature

MARYANN Beeding, CEO  
Printed Name & Title

Date: 9-12-19

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Director, Community Services, Employment and  
Training

APPROVED AS TO FORM:

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