CITY COUNCIL REPORT

Meeting Date: June 22, 2021
General Plan Element: ***Public Services & Facilities***
General Plan Goal: ***Provide services to improve neighborhoods and the lives of Scottsdale residents***

ACTION

Fiscal Year 2021/22 Scottsdale Cares Funds, Endowment, and SRPMIC Funding Awards Adopt Resolution No. 12190 approving the recommendations of the Human Services Commission and allocating FY 2021/22 Scottsdale Cares funds, Endowment Funds, and authorizing a contingency transfer of SRPMIC funds for Human Services programs, and authorizing the execution of contracts.

BACKGROUND

Scottsdale Cares Program

The City of Scottsdale created the Scottsdale Cares Program in 1995 to allow utility bill customers an opportunity to add a voluntary contribution of $1 per month to their Scottsdale utility bill to support a variety of human services programs. The Scottsdale Cares Program funds activities that promote positive development of youth, adults, and seniors, and assists Scottsdale residents of all ages to address crisis needs. Funds awarded to non-profit agencies through Scottsdale Cares are leveraged with other agency resources and provide social services to Scottsdale residents.

Endowment Program

The City established the Endowment Program in 1991 to offer residents an opportunity to contribute to their community with immediate and planned gifts held in perpetuity. Distributions of interest income from the endowment funds are made each year in accordance with agreements between the City and the Arizona Community Foundation, which holds the principal. The city holds several endowment funds, including the Herbert R. Drinkwater Youth Services endowment, which is used to support City of Scottsdale youth programs.

SRPMIC Tribal Gaming Grant

The provisions of the tribal-state gaming compacts developed pursuant to Proposition 202 require the City and the respective Indian Community to act cooperatively to distribute funds to

benefit Scottsdale area residents. In addition to directly receiving funds for City-sponsored programs, the City may accept and pass-through funds for local non-profit organizations for specifically identified services for programs benefitting the public, administered directly by the non-profit organization.

ANALYSIS & ASSESSMENT

Recent Staff Action

The City's Community Assistance Office solicits proposals from the non-profit community to deliver services to low- and moderate-income families through a very comprehensive, competitive public process. The applications for the Scottsdale Cares funds, Endowment Funds, and SRPMIC funds are evaluated and scored by the Human Services Commission and are recommended for funding based on key strategic objectives identified in the City's Five-Year Consolidated Plan. The Human Services Commission hears presentations from agencies requesting funds, independently scores each agency based on specific scoring criteria, and makes recommendations for funding based on the average scores of the agencies.

Community Involvement

This Council action will allocate funding to a variety of non-profit agencies in response to the recommendations of the Human Services Commission. The Commission hosted a public meeting on February 11, 2021, hearing presentations from non-profit agencies requesting funding for public services, housing activities, and public facility improvements. The Commission was provided the opportunity to ask questions about the agencies and their services to assist them in evaluating the proposals. The Commission made their informal funding recommendations on March 11, 2021 and made their formal funding recommendations for City Council consideration on March 25, 2021.

The Human Services Commission's final recommendations are summarized below and detailed in FY 2021-2022 Scottsdale Cares, Endowment, and SRPMIC Funding Recommendations:

Scottsdale Cares Program funding in the amount of $160,000 to 14 agencies for 14 different activities to support a variety of human service programs.

Endowment Program funding in the amount of $8,700 to the McDowell Sonoran Conservancy.

SRPMIC grant funds in the amount of $100,000 to 7 agencies for 7 different activities to support a variety of human service programs.

RESOURCE IMPACTS

Available Funding
The Scottsdale Cares Program FY2021/22 allocation is $160,000. Recommendation of award of Scottsdale Cares funds for programs is $160,000. This allocation was planned for and included in the FY2021/22 adopted budget.

The Endowment Program FY2021/22 allocation is $8,700. Recommendation of award of Endowment funds is $8,700.

The SRPMIC Grant FY2021/22 allocation is $100,000. Recommendation of award of SRPMIC funds is $100,000. This allocation was planned for and included in the FY2021/22 adopted budget.

Staffing, Workload Impact
No additional staff is requested in this action.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach
Adopt Resolution No. 12190 approving the recommendations of the Human Services Commission and allocating FY 2021/22 Scottsdale Cares funds, Endowment Funds, and authorizing a contingency transfer of SRPMIC funds for Human Services programs, and authorizing the execution of contracts.

Proposed Next Steps
Upon Resolution No. 12190 approval, staff will negotiate and finalize contracts with agencies awarded FY2021/22 Scottsdale Cares, Endowment, and SRPMIC funding.

RESPONSIBLE DEPARTMENT(S)

Community Services division, Human Services department, Community Assistance Office

STAFF CONTACT(S)

Irma Hollamby, Community Assistance Office Manager, 480-312-2309, ihollamby@scottsdaleaz.gov

Greg Bestgen, Human Services Director, 480-312-0104, gbestgen@scottsdaleaz.gov

APPROVED BY

William B. Murphy, Assistant City Manager
480-312-7954, bmurphy@scottsdaleaz.gov

6/7/2021
Date

Judy Doyle, Budget Director
480-312-2603, jdoyle@scottsdaleaz.gov

6.7.21
Date

ATTACHMENTS

1. Resolution No. 12190

RESOLUTION NO. 12190

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE RECOMMENDATIONS OF THE HUMAN SERVICES COMMISSION AND ALLOCATING FY 2021/22 SCOTTSDALE CARES FUNDS, ENDOWMENT FUNDS, AND AUTHORIZING A CONTINGENCY TRANSFER OF SRPMIC FUNDS FOR HUMAN SERVICES PROGRAMS AND AUTHORIZING THE EXECUTION OF CONTRACTS.

WHEREAS, the Scottsdale Cares Utility Bill Donation Program (Scottsdale Cares) has received donations and interest income of $160,000;

WHEREAS, the Scottsdale Community Endowment Fund and the Herbert R. Drinkwater Youth Services Fund (Endowment Funds) are managed and administered by the Arizona Community Foundation to generate interest income to support various public programs and activities and has made available $8,700 to fund activities;

WHEREAS, the City received tribal gaming grant funds from the Salt River Pima-Maricopa Indian Community (SRPMIC) for government services that benefit the general public and has made available $100,000 to fund various programs and services;

WHEREAS, the Human Services Commission conducted a public process to solicit proposals and heard presentations by agencies seeking funding for human services programs and services for Scottsdale residents;

WHEREAS, based upon the proposals and presentations, the Human Services Commission recommended that Scottsdale Cares, Endowment, and SRPMIC funding allocations be made to the agencies and in the amounts shown on Exhibit A to this Resolution; and

WHEREAS, the City Council believes that funding the agencies shown on Exhibit A, in the amounts shown, is appropriate and in the best interests of those Scottsdale residents in need of the human services programs and services that the agencies provide;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby approves allocating funding to the non-profit agencies listed and in the amounts shown in Exhibit A to this Resolution, which is incorporated herein by this reference and may be adjusted as needed to reflect final funding amounts, for programs and services provided in FY 2021/22. Such allocations are subject to each agency's successful performance of its obligations under the contracts executed with the City. The City Council further approves the City entering into contracts with the identified non-profit agencies, to be effective July 1, 2021 subject to final negotiation of scopes of work.

Section 2. The Assistant City Manager or his designee is hereby authorized to execute, on behalf of the City, contracts with the agencies for programs and services that do not exceed

ATTACHMENT 1

the formal bid limit of $25,000. These contracts shall substantially conform to the form attached as Exhibit B to this Resolution.

Section 3. If any final funding amounts are different from the amounts estimated in this Resolution and corresponding exhibit, the City Council authorizes the City's Community Assistance Manager to adjust each organization's recommended funding award by the appropriate percentage.

Section 4. The City Council hereby authorizes the Assistant City Manager or his designee to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution.

Section 5. The City Council authorizes a budget transfer of $100,000 from the Adopted FY 2021/22 Future Grants Budget and/or Grant Contingency Budget to the SRPMIC Grant center(s) to record the grant activity.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this _____ day of _____, 2021.

CITY OF SCOTTSDALE, an Arizona municipal corporation

ATTEST:

_____
David D. Ortega, Mayor

_____
Ben Lane, City Clerk

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By Janis L. Bladine, Sr. Assistant City Attorney

FY 2021 - 2022 Scottsdale Cares, Endowment, and SRPMIC Funding Recommendations

Agency Name	Program Description	Source Amount Funded
Scottsdale Cares		
Best Buddies International, Inc.- NEW	Scottsdale Inclusion Project	5,000
Big Brothers Big Sisters of Central AZ	Navajo Elementray Site-Based Mentoring Program	5,000
Community Bridges, Inc.	Mobile Community Outreach and Crisis Stabilization Services	24,000
Cortney's Place	Cortney's Place Basic Needs and Support	5,000
Family Promise - Greater Phoenix	Emergency Shelter Program - Earll	15,500
Free Arts for Abused Children of Arizona	Therapeutic Art Programs for Children - Scottsdale Families	5,000
Health World Education, Ltd	Keep Your Health on Track (KYHOT)	5,000
Homeward Bound	Youth Programs	5,000
McDowell Sonoran Conservancy- NEW	Expedition Days Online	-
notMYkid	Building Resilient Scottsdale Youth	5,000
Phoenix Rescue Mission- NEW	Scottsdale Works	24,000
Save the Family Foundation of Arizona	Youth Enrichment and Achievement - YEA!	10,000
Scottsdale Community Partners	Emergency Rent and Mortgage Assistance	22,500
Tempe Community Action Agency	Granite Reef Senior Center Congregate Meal Program	24,000
The Arizona Pet Project- NEW	Shelter Intervention Program	-
Valley of the Sun YMCA - Scottsdale/Paradise Valley Family YMCA	Emergency Childcare, Preschool, Y Academy and Meals Program	5,000
	Total Funds Allocated	160,000
	Total Funds Available Difference (if any)	160,000
		-

FY 2021 - 2022 Scottsdale Cares, Endowment, and SRPMIC Funding Recommendations

Agency Name	Program Description	Source Amount Funded
SRP/MIC - General Funds		-
A New Leaf	East Valley Men's Center	18,000
Catholic Charities Community Services, Inc.	My Sister's Place	15,000
Central Arizona Shelter Services (CASS)	CASS Single Adult Shelter	-
Chrysalis Shelter for Victims of Domestic Violence, Inc.	Chrysalis Transitional Housing - Scottsdale	7,500
Community Legal Services, Inc.	Strategic Legal Advocacy for Low-Income Scottsdale Residents	15,000
Duet: Partners in Aging and Health	Promoting Aging in Place in Scottsdale through Transportation and In-Home Services	18,500
Family Promise - Greater Phoenix	Emergency Shelter Program - Belleview	18,000
Tempe Community Action Agency	South Scottsdale Home Delivered Meal Program	
UMOM New Day Centers, Inc.	Family Emergency Shelter	8,000
	Total Funds Allocated	100,000
	Total Funds Available Difference (if any)	100,000
		-
Endowment		
McDowell Sonoran Conservancy	Expedition Days: Taking STEM Learning Out to the Natural Environment	8,700
	Total Funds Allocated Total Funds Available	8,700
		8,700

CITY OF SCOTTSDALE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2021, by and between the City of Scottsdale, an Arizona municipal corporation ("City") and _____, an Arizona non-profit corporation, referred to as "Agency".

WITNESSETH

1. Article 8, Section 1 of the Scottsdale City Charter provides that all contracts shall be executed in the name of the City by the Mayor, except as provided by the charter or by law.

2. Scottsdale Revised Code Section 2-180 provides that except as otherwise provided in the Code the City Purchasing Director ("Director") shall procure all materials, services and construction required by any department, in accordance with the provisions of the Code, and that the Director may delegate such authority to a department of the City.

3. Pursuant to Procedure P2-180.2 of the Procurement Code the Director has delegated the procurement of customary and routine human services activities, such as those which are the subject of this Agreement, to the Community Services Executive Director or appointed designee. The duties of Community Services Executive Director are currently being completed by Assistant City Manager, William B. Murphy.

4. The Agency is qualified to provide services the City is seeking, the City Council has approved the funding of the services and both parties desire to enter into an agreement setting forth the terms and conditions under which the services will be provided.

In consideration of the mutual promises and obligations stated in this Agreement, the parties agree as follows:

TERMS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Agency shall act under the authority and approval of the Contract Administrator for the City, as designated within this Agreement, to provide the professional services required by this Agreement.

1.1 SERVICE DESCRIPTION

The Scope of Work for this activity is included in Exhibit A, attached, which is incorporated in this Agreement by this reference.

1.2 PERFORMANCE EVALUATION, ACCEPTANCE AND DOCUMENTATION

A. The Agency is required to provide a report with each billing identified in Section 2.2 of this Agreement. The criteria used in evaluating the Agency's performance of this Agreement shall include, but not be limited to:

1. Progress toward meeting units of service, detailed in Exhibit A - Scope of Work.
2. Number of unduplicated individuals served.
3. Demographic information, if available, by race, ethnicity, income, age, sex and zip code.

B. The City may, at its discretion, require the Agency to include other items of specific information to be contained in the Reports.

C. Each report must be reviewed and approved by the Contract Administrator or designee to determine acceptable completion.

D. The City will provide Exhibits B, C and D of this Agreement in electronic form to the Agency for use in completing the tasks specified within this Agreement.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

Agency shall maintain all books, papers, documents, accounting records and other evidence pertaining to the services performed in the Scope of Work (Exhibit A) and make such materials available for audit by the City pursuant to Section 4.7 of this Agreement.

2.2 FEE SCHEDULE

The amount paid to Agency under this Agreement shall not exceed _____ dollars ($_____), which includes all authorized expenses, as shown in Exhibit B, attached, which is incorporated in this Agreement by this reference.

The Agency shall bill according to the following schedule, using the invoice template shown in Exhibit B.

October 20, 2021 $_____ (33.3% of contract)

February 20, 2022 $_____ (33.3% of contract)

June 20, 2022 $_____ (33.4% of contract)

2.3 PAYMENT APPROVAL

All invoices must be approved by Contract Administrator, or designee, prior to payment.

The October 20, 2021 payment which is 33.3% of contract or as adjusted by the Contract Administrator in relation to the progress demonstrated toward meeting units of service, will be made subject to receipt by the Contract Administrator of: (1) a report for July 1st – October 15th showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work and (2) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, 2022.

The February 20, 2022 payment which is 33.3% of contract or as adjusted by the Contract Administrator in relation to the progress demonstrated toward meeting units of service, will be paid subject to receipt by the Contract Administrator of: (1) a report for October 16th – February 15th, showing satisfactory progress toward meeting units of service, detailed in Exhibit A - Scope of Work and (2) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, 2022.

The June 20, 2022 payment which is 33.4% of contract or as adjusted by the Contract Administrator in relation to the progress demonstrated toward meeting units of service, will be paid subject to receipt by the Contract Administrator of: (1) a report for February 16th – June 15th, showing satisfactory progress toward meeting units of service, detailed in Exhibit A -Scope of Work and (2) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, 2022.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this agreement shall be from July 1, 2021 through June 30, 2022.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience with thirty (30) days' written notice. In the event of any termination, Agency must immediately stop all work and must immediately cause any of its suppliers and subcontractors to cease all work. As compensation in full for services performed to the date of such termination, the Agency will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Agency and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Agency's compensation will be based upon such determination. The City will make this final payment within sixty (60) days after the Agency has delivered the last of the partially completed items. Agency will not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Agency's suppliers or subcontractors, which Agency could reasonably have avoided.

Cancellation for Cause: City may also cancel this Agreement or any part of it with seven (7) days' notice for cause in the event of any default by the Agency, or if the Agency fails to comply with any of the terms and conditions of this Agreement. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City will not be liable to Agency for any amount, and Agency will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Agency is in violation of any Federal, State, County or City law, regulation, or ordinance, the City may cancel this Agreement immediately upon giving notice to the

Agency.

If the City cancels this Agreement or any part of the Agreement services, the City will notify the Agency in writing, and upon receiving notice, the Agency shall discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Agency must deliver to the City all drawings, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility.

The Agency shall appraise the work it has completed and submit its appraisal to the City for evaluation. At that time, the Agency will be entitled to be paid for work performed and accepted by the City before the default.

If the Agency fails to fulfill in a timely and proper manner its obligations, or if the Agency violates any of the terms of this Agreement, the City may withhold any payments to the Agency for the purpose of setoff until the exact amount of damages due the City from the Agency is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause, the cancellation for cause will be converted to a termination for convenience.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Agreement and pay for charges, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice of termination to the Agency at least 30 days before the end of its current fiscal period and will pay to the Agency all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 ARIZONA LAW

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Agreement must be in writing and will be effective only after approval of all parties signing the original Agreement.

4.4 ASSIGNMENT

Services covered by this Agreement may not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Agreement extends to and is binding upon Agency, its successors and assigns, including any individual, company, partnership or other entity with or into which Agency merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Agency sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be the Community Assistance Manager or designee. The Contract Administrator will oversee the execution of this Agreement, assist the Agency in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in the City's possession and are current and conform to the Agreement requirements. The Agency must channel reports and special requests through the Contract Administrator.

The Agency shall complete and provide to the City a completed Exhibit D, listing the Agency's designated contract representatives who shall be responsible for project management, financial reporting, and performance reporting under this Agreement. The designated contract representative(s) having signature authority for the Agency shall be indicated on Exhibit D. The Agency shall submit a revised Exhibit D to the City within thirty (30) days of any change.

4.7 RECORDS AND AUDIT RIGHTS

The City may audit all of the Agency's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Agency's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this Agreement must be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Agency or any of his payees in accordance with the execution of the Agreement. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Agency's records and personnel in accordance with the provisions of this section throughout the term of this Agreement and for a period of three years after last or final payment.

Agency shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this section by insertion of the requirements in a written contract agreement between Agency and payee. These requirements will also apply to any and all subcontractors.

If an audit, in accordance with this section, discloses overcharges, of any nature, by the Agency to the City in excess of one percent (1 %) of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Agency. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Agency's invoices and/or records must be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Agency.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not such action is prosecuted to judgment.

4.9 *[Intentionally blank.]*

4.10 INDEPENDENT CONTRACTOR

The services the Agency provides under the terms of this Agreement to the City are that of an independent contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

Withholding of income tax is not deducted from contractual payments unless required under federal or state law. As a result of this, Agency may be subject to I.R.S. provisions for payment of estimated income tax. Agency is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Failure to comply may subject Agency to a penalty.

4.11 CONFLICT OF INTEREST

The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Agency any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City will have the right to cancel this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with

respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the City is received by all other parties to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this section.

In the case of Agency: _____

_____

_____

In the case of City: City of Scottsdale
Paiute Neighborhood Center
6535 E Osborn Rd., Bldg. #8
Scottsdale, Arizona 85251
Attention: Irma Hollamby
Community Assistance Manager

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

4.13 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from, acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

The fee listed in this Agreement includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Agency's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

4.18 SUBCONTRACTORS

During the performance of the Agreement, the Agency may engage any additional subcontractors as may be required for the timely completion of this Agreement. The addition of any subcontractors requires that the Agency first obtain the approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Agency.

The Agency will pay its subcontractors within seven (7) calendar days of receipt of each progress payment from the City. The Agency will pay for the amount of the work performed by each subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to subcontractors who have performed satisfactory work. The Agency will pay subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Agency. No Contract between the Agency and its subcontractors may materially alter the rights of any subcontractor to receive prompt payment and retention reduction as provided in this Agreement.

If the Agency fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Agency agrees that the City may take these actions:

A. To hold the Agency in default under this Agreement;

B. Withhold future payments including retention until proper payment has been made to subcontractors in accordance with these provisions;

C. Reject all future offers to perform work for the City from the Agency for a period not to exceed one (1) year from the completion date of this project; or

D. Terminate this Agreement.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If any changes increase or decrease the amount due

under the Agreement documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Agency for work-related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 USE OF CITY FACILITY OR PROPERTY.

In the event that the services to be provided by the Agency, pursuant to this Agreement, as described in Exhibit A, attached, are to be provided at or from a City facility, or on City property, the Agency will execute a revocable license agreement, prepared by the City, relating to the use of the facility or property. If a revocable license agreement is required by the City, its execution by the Agency will be a condition precedent to this Agreement.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Agency understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, the Agency understands and acknowledges the applicability of A.R.S. §§34-301 and 34-302. The Agency shall include the terms of this provision in all contracts and subcontracts for work performed under this Agreement including supervision and oversight.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Agency warrants to the City that the Agency and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Agency and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Agency or any of its subcontractors will be considered a material breach of this Agreement and may subject the Agency or subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Agency will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The City may consider it a material breach of this Agreement if the Agency fails to assure compliance by all its subcontractors with the E-Verify Program.

The City retains the legal right to inspect the papers of any employee of the Agency or any subcontractor who works on this Agreement to ensure that the Agency or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Agency and any of its subcontractors to ensure compliance with this warranty. The Agency agrees to indemnify, defend and hold the City harmless for, from, and against all losses and liabilities

arising from any and all violations of these statutes.

The City will not consider the Agency or any of its subcontractors in material breach of this Agreement if the Agency and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 U.S.C.A. §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this section must be included in any contract the Agency enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. The Agency will take appropriate steps to assure that all subcontractors comply wih the requirements of the E-Verify Program. The Agency's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

A.R.S. §1-502 (H.B. 2008) requires that all Persons who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that verifies that they are lawfully present in the United States.

A Person is defined as all natural persons, individuals, and sole proprietorships as indicated by your W9 Filing. (This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships.)

By entering into this Agreement, Agency is agreeing that if selected as the awardee and meeting the criteria of a Person, Agency will abide by this law and sign and submit an Affidavit Demonstrating Lawful Presence In The United States and attach the appropriate copy of documentation to verify that statement. Types of acceptable documentation copies are: an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the affidavit form that the City will send Agency for completion before issuing any contract.

If Agency has previously done business with the City and has already filed the above affidavit with copies of an acceptable documentation, please indicate when it was previously filed. If an acceptable affidavit is already on file with the City, Agency has complied with this requirement.

If Agency fails to provide a completed affidavit and accompanying copy of acceptable documentation, or if Agency does not advise the City of the previous filing within 10 calendar days after receiving the City's request, Agency may be considered non-

responsive and disqualified from that award consideration. The complete affidavit form is available from the Purchasing Department at (480) 312-5700 or the City's website at http://www.scottsdaleaz.gov/Purchasing on the lower right side of the page under Forms.

4.24 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Agency acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Agency will provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Agency agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Agency, its employees, agents, or assigns will constitute a material breach of this Agreement.

4.25 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.26 INDEMNIFICATION

To the fullest extent permitted by law, Agency, its successors, assigns and guarantors, must defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Agency in the performance of this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Agency's and subcontractor's employees.

Insurance provisions stated in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.27 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Agreement will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Agency.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports or documents. The City will release the Agency from any liability for the preparation and use of preliminary reports or documents.

4.28 COMPLETENESS AND ACCURACY

The Agency will be responsible for the completeness and accuracy of work prepared by the Agency and shall correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors shall be chargeable to the Agency. Additional work or construction added to the project shall not be the responsibility of the Agency unless the need for additional work or construction was created by any error, omission, or negligent act of the Agency. The City's acceptance of the Agency's work will not relieve the Agency of any of its responsibilities. The professional standard to which the Agency is held shall be that of a similar agency or entity as practiced in the State of Arizona.

4.29 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Work to be performed is stated in this Agreement. Any services requested outside the Scope of Work are additional services. The Agency will not perform these additional services without a written Change Order approved by the City. If the Agency performs additional services without a Change Order, the Agency will not receive any additional compensation.

4.30 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Agency will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

4.31 THIRD-PARTY BENEFICIARY

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the Agency, and all duties and responsibilities undertaken in accordance with this Agreement will be for the sole and exclusive benefit of the City and the Agency and not for the benefit of any other party.

4.32 ON-SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours onsite at a City location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator:

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;

- the above information is to be provided to the Contract Administrator initially and every February thereafter as long as the contract is in force; and
- the Contract Administrator will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate(s) of Insurance will result in rejection of your certificate(s) and delay in execution of the Agreement.

Additionally, Certificates of Insurance submitted without referencing an Agreement number will be subject to rejection and returned or discarded.

5.1 INSURANCE REPRESENTATIONS AND REQUIREMENTS

5.1.1 General: Agency agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Agency, Agency must purchase and maintain, at its own expense, the stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.

5.1.2 No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect Agency. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve Agency from, nor be construed or considered a waiver of, Agency's obligation to maintain the required insurance at all times during the performance of this Agreement.

5.1.3 Coverage Term: All insurance required by this Agreement must be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5.1.4 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the

original retroactive date, either through purchasing an extended reporting option or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to City. Agency is solely responsible for any deductible or self-insured retention amount. City, at its option, may require Agency to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this Agreement is subcontracted in any way, Agency must execute a written agreement with subcontractor containing the same indemnification and insurance requirements as stated in this Agreement protecting City and Agency. Agency is responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before starting any work or services under this Agreement, Agency must furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Agency's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above cited policies expire during the life of this Agreement, it is Agency's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions endorsed to the Agency's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:

   a) Commercial General Liability

   b) Auto Liability

   c) Excess Liability - Follow Form to underlying insurance as required

2. Agency's insurance must be primary insurance as respects performance of subject Agreement. This also applies to any excess policies that the Agency uses to fulfill the total insurance limits requires under this Agreement.

3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents,

representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Agency under this Agreement.

4. If the Agency receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Agency's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5. Each liability insurance policy must contain a "severability of interests" condition or endorsement, which stipulates that coverage applies "separately" to each insured.

5.2 REQUIRED COVERAGE

5.2.1 Commercial General Liability: Agency shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Agencies whose services include working with, and/or caring for children and/or vulnerable adults, must have their policies specifically endorsed to include coverage for "sexual abuse and molestation". If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Professional Liability: If the Agreement is the subject of any professional services or work, or if Agency engages in any professional services or work adjunct or residual to performing the work under this Agreement, Agency must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Agency, or anyone employed by Agency, or anyone for whose acts, mistakes, errors and omissions Agency is legally liable, with a liability insurance limit of $1,000,000 each claim and $2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services. The Agency must annually submit Certificates of Insurance stating that the applicable coverage is in force and contains the required provisions for 3 years.

5.2.3 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Agreement, the Agency must maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Agency's owned, hired, and non-owned vehicles assigned to or used in the performance of the Agency's work or services under this Agreement. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this Agreement, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.4 Workers Compensation Insurance: Agency shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to

Agency's employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit. All insurance policies must waive rights of recovery against the City and its agents. The Agency must submit an insurance certificate to appropriate City staff reflecting the required above insurance coverages and provisions.

If the Agency is a sole proprietor, has no employees, and has elected not to purchase workers compensation insurance, a completed and signed Workers Compensation Waiver form will substitute for the insurance requirement. The Workers Compensation Waiver form cannot be used by corporations, LLC's, partnerships, or sole proprietors with employees.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Agreement shall remain in full force and effect and the term or provision shall be considered to be deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Agency shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8.0 ADDITIONAL COMPLIANCE REQUIREMENTS

Agency and the services provided under this Agreement shall comply with all applicable federal, state, and local laws, and Agency shall maintain all applicable licenses and permits and comply with all their applicable requirements. Agency shall not use the funds provided under this Agreement for any sectarian purpose or activity, including sectarian worship or instruction. Agency shall not use the funds provided under this Agreement for political activities, for lobbying any legislative or administrative body as defined in State or federal law or lobbying the City Council, or for the purpose of influencing the outcome of any election.

9.0 ISRAEL BOYCOTT PROHIBITION

By executing this Agreement, Agency certifies that it is not currently engaged in and will not for the duration of this Agreement engage in boycott activity proscribed by A.R.S. § 35-393 *et seq.*

10.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Agency shall not make any donation to the City, of any good or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date written above.

Agency

_____ DATE: _____

By:_____
Its:_____
TAX ID #:_____

City of Scottsdale

CITY OF SCOTTSDALE,
an Arizona Municipal Corporation

_____ DATE: _____
William B. Murphy
Assistant City Manager

APPROVED AS TO FORM:

_____
Sherry R. Scott, City Attorney
By: Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:

_____ DATE: _____
George Woods, Jr.
Risk Management Director

_____ DATE: _____
Irma Hollamby
Community Assistance Manager
Contract Administrator

LIST OF EXHIBITS

A. Scope of Work

B. Budget

C. Certificate of Insurance

D. Agency's Designated Contract Representatives

SCOPE OF WORK (Contract Exhibit A)

This Scope of Work and Program Budget will document specific costs to be paid for under a contract for services.

1. **Agency Name:**

2. ***Program Name and Location:**

Name:
Address:
City State AZ ZIP

*If this program exists in multiple locations, please record additional locations on a separate sheet and attach to the back of this page.

3. **Total Funds requested for this program:**

$

4. **List the service(s) to be provided, the number of units of service and number of unduplicated Scottsdale persons or households the requested funding will pay for:**

Service	Units of service	# of unduplicated Scottsdale persons or households
Total		**

5. **Total number of unduplicated Scottsdale persons or households to be assisted:**

Income Level	Persons/Households
Very Low Income (0 – 30% of median income)	
Low Income (31 – 50% of median income)	
Low-Moderate Income (51 – 80% of median income)	
Moderate Income (81% or greater of median income)	
TOTAL	

***Note: The total unduplicated persons/households in item 4 must equal the total unduplicated persons/households from the four income levels in item 5.*

6. Define how you will determine client eligibility and how you will determine if you are serving Scottsdale Residents?

- Client eligibility will be documented by:
- Scottsdale residency will be documented by:

7. Program Outcomes and Indicators: Complete the Outcome Chart by identifying at least one outcome to client/participants for each proposed service. Each outcome must be supported by at least one indicator and identification of the measurement that will be used to verify that the benefit has occurred.

Service	Outcomes	Indicators	How Receipt of Service is Documented
Example: Assistance with disability claims.	*Example:* Clients have increased financial self-sufficiency.	*Example:* By June 31, 2022, 15 clients have started to receive appropriate benefits.	*Example:* File is considered complete upon receipt of award letter.

8. Eligible Activity for General Funds: (Check all that apply)

☐ Promotes the positive development of youths, adults and/or seniors

☐ Strengthens the capability of families and the self-sufficiency of adults

☐ Assists Scottsdale residents of all ages to address crisis needs

9. Funds will pay for the following costs. Actual costs reimbursed under the contract will be those costs directly attributable to this program. (Refers to Program Budget Summary located on the next page.)

Personnel Services:
(For example, list FTE position(s) that this funding will pay for.)

Contracted Services:
(Explain in detail what contracted services will pay for, especially professional services.)

Supplies & Miscellaneous:
(Explain in detail what funding will be used for.)

Budget (Contract Exhibit B)
TOTAL PROGRAM BUDGET SUMMARY
Funding Year: 7/01/21 - 6/30/22

Agency Name:
Program Name:

Revenues	Column (A) City of Scottsdale	Column (B) *Other* Sources	Committed - C or Tentative - T	Sum total of (A+B) TOTAL
City of Scottsdale			C	
TOTAL PROGRAM REVENUES				
Expenditures				
Personnel Services:				
Salaries				
ERE				
Total Personnel Services				
Contracted Services:				
Professional Services				
Telephone				
Utilities				
Rent				
Insurance				
Travel/Mileage				
Other (specify)				
Other (specify)				
Other (specify)				
Total Contracted Services				
Supplies & Miscellaneous:				
Office Supplies				
Building Materials				
Printing/Duplication				
Other (specify)				
Other (specify)				
Total Supplies & Miscellaneous				
TOTAL PROGRAM EXPENSES				

INVOICE# _____
(to appear on Agency letterhead)

Date: _____

TO: Paiute Neighborhood Center
Community Assistance Office
6535 E Osborn Rd., Bldg. 8
Scottsdale, AZ 85251

RE: Agreement #2021-XXX-COS

BRIEF DESCRIPTION OF SERVICES PROVIDED:

Amount Requested: $_____for (XX%) of the Funds allocation for FY2021-2022.

Remit Payment To: _____

_____

_____

_____

Authorizing Agency Signature and Title

Funds FY 2021-2022
Report

Check one of the following invoice/reporting periods:

- ☐ July 1, 2021 through October 15, 2021
- ☐ October 16, 2021 through February 15, 2022
- ☐ February 16, 2022 through June 15, 2022

Agency Name _____ *Program Name* _____

1. Itemize Fund expenditures.

Funds Grant Expenditure	**Amount**
Total	

2. List Outputs your agency is using to measure outcomes and include data for the reporting period _____ (See Scope of Work (Exhibit A), item 7)

3. Describe the specific and measurable outcomes by which your agency gauges the success of this program. (See Scope of Work (Exhibit A), item 7)

4. Demographic Information (if available)

*Total number of clients assisted:*_____

Race: *White:*_____ *Black/African American:*_____ *Asian:*

*American Indian/Alaskan Native:*_____ *Native Hawaiian/Other Pacific Islander:*

*American Indian/Alaskan Native and White:*_____ *Asian and White:*

Black/African American and White:

American Indian/Alaskan Native & Black/African American:____ Other Multi-Racial:

Ethnicity: *Hispanic:_____ Non-Hispanic:*
(must total number of clients assisted)

Elderly (>62):_____ Female Head of Household: _____ Disabled: _____

Income Range	# of Clients
$0 - $9,999	
$10,000 - $19,999	
$20,000 - $29,000	
$30,000 - $39,000	
$40,000 – 49,000	
$50,000 - $59,000	
$60,000+	

Zip Codes	# of Clients
85250	
85251	
85252	
85254	
85255	
85256	
85257	
85258	
85259	
85260	
85261	
85262	
85266	
85267	
85271	

PLEASE DO NOT MODIFY THIS DOCUMENT

FOR SHELTERS OR OTHER REGIONAL SERVICES**							
TOTAL	SCOTTS	MESA	TEMPE	CHANDLER	GILBERT	PHX	OTHER

SAMPLE ACORD CERTIFICATE OF INSURANCE (Contract Exhibit C)

ACORD™	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT *AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT* CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	Fax (A/C. No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER (D#:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
	☐ ☐ CLAIMS MADE ☐ OCCUR	☐	☐				MEDICAL EXP (Any One Person)	$
							PERSONAL & ADV INSURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐POLICY ☐PROJECT ☐LOC						PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO	☐	☐				BODILY INJURY (Per person))	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)	$
	☐ HIRED AUTOS							
	☐ NON-OWNED AUTOS							
	☐ Umbrella Liab ☐ OCC						EACH OCCURRENCE	$
	☐ Excess Liab ☐ CLAIMS MADE	☐	☐				AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW.	N/A	☐				WC STATU-TORY LIMITS	OTHER	
							EL EACH ACCIDENT	$
							EL DISEASE . POLICY LIMIT	$
							EL DISEASE . EA EMPLOYEE	$
		☐	☐					

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Contract #2021

CERTIFICATE HOLDER	CANCELLATION
City of Scottsdale Attn: Palute Neighborhood Center Community Assistance Office 6535 E Osborn Rd., Bldg. 8 Scottsdale, AZ 85251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25(2009/09) The ACORD name and logo are registered marks of ACORD © 1988-2009 ACORD CORPORATION. All Rights Reserved.

EXHIBIT "D"
AGENCY'S DESIGNATED CONTRACT REPRESENTATIVES

Communication and details concerning management, financial and performance of this Agreement shall be directed to the following designated contract representatives:

CEO/President: ☐ **Signature Authority** ☐ **Primary Contact** ☐ **Insurance Information**

Name Title

Address

City State Zip

Direct Phone Number Email Address

Contract and Billing: ☐ **Signature Authority** ☐ **Primary Contact** ☐ **Insurance Information**

Name Title

Address

City State Zip

Direct Phone Number Email Address

Performance Reporting: ☐ **Signature Authority** ☐ **Primary Contact** ☐ **Insurance Information**

Name Title

Address

City State Zip

Direct Phone Number Email Address

* Please indicate which representative has signature authority, is the primary contact, and is responsible for insurance information.