

**City of Scottsdale FY 2024/25  
Funding Applicant Orientation Packet**

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# City of Scottsdale Proposal Orientation CDBG, Scottsdale Cares, SRPMIC Funds, City General Funds and Endowment Funds

**FUNDING YEAR FY 2024/2025**  
*Dates and venues subject to change.*

## CALENDAR OF EVENTS/DEADLINES

**October 26, 2023**  
**10:00 a.m.**

Applicant Orientation – CDBG, Scottsdale Cares, SRPMIC Funds, General Funds and Endowment Funds. *Location: Paiute Neighborhood Center 6535 E Osborn Road, Building #8, Scottsdale, AZ 85251.*

**November 17, 2023**  
**4:00 p.m.**

Deadline for submission of CDBG, Scottsdale Cares, SRPMIC Funds, General Funds and Endowment Funds via Neighborly portal. *Late proposals will not be accepted.*

**December 22, 2023**  
**4:00 p.m.**

Response to Human Services Staff Evaluation Due CDBG, Scottsdale Cares, SRPMIC Funds, General Funds and Endowment Funds. Proposals are initially reviewed in late-November. Additional or missing information will be requested via email by approximately November 4, 2023. Response must be received by *December 22, 2023*. Late responses will not be accepted.

**February 22, 2024**  
**3:00 p.m.**

**Human Services Commission meeting**  
**Agencies Question and Answer Session**  
*Location: City Hall Kiva, 3939 N. Drinkwater Boulevard*

**March 14, 2024**  
**5:30 p.m.**

**Human Services Commission meeting**  
Discussion on CDBG, Scottsdale Cares, SRPMIC Funds, General Funds and Endowment Funds informal funding recommendations  
*Location: City Hall Kiva, 3939 N. Drinkwater Boulevard*

**March 28, 2024**  
**5:00 p.m.**

**Human Services Commission meeting**  
Formal recommendations on CDBG, Scottsdale Cares, SRPMIC Funds, General Funds and Endowment Funds allocations  
*Location: City Hall Kiva, 3939 N. Drinkwater Boulevard*

**May 6, 2024 \*\***  
**5:00 p.m.**

City Council votes on approval of CDBG funding  
*Location: City Hall Kiva, 3939 N. Drinkwater Boulevard*

**May 20, 2024\*\***  
**5:00 p.m.**

*City Council votes on approval of Scottsdale Cares, SRPMIC Funds, General Funds and Endowment funding*  
*Location: City Hall Kiva, 3939 N. Drinkwater Boulevard*

**July 1, 2024**

Funding Year begins

**\*\* Dates are tentative and are subject to change.**

**CITY OF SCOTTSDALE  
PUBLIC NOTICE  
Notice of Funding Availability  
Fiscal Year 2024/2025**

The City of Scottsdale is seeking to distribute funding directly to projects identified as top priority community needs; however, eligible proposals submitted outside these top priorities will still be considered for Community Development Block Grant and Scottsdale Cares.

1. Emergency Housing Assistance
2. Crisis Case Management
3. Homeless Supportive Services and Shelters
4. Vulnerable Populations: Seniors and Disabled

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

The City of Scottsdale is requesting proposals for the use an estimated **\$1,163,185** for FY 2024/2025 allocation Community Development Block Grant (CDBG) funds, which are expected to be available July 1, 2024, for activities benefiting low and moderate-income Scottsdale families. Proposals for any eligible CDBG activity consistent with the City's Consolidated Plan may be submitted.

**Public Services:** Approximately \$174,000 shall be available for Public Services activities **only** addressing Homelessness Supportive Services and Shelters. Only a 25% funding cap shall be enforced for all CDBG Public Services activities; **requested proposal amounts shall not exceed \$43,500.**

**Housing:** Approximately \$200,00 may be made available for Housing activities.

**Public Facilities:** No funds will be made available for Public Facility activities.

**SCOTTSDALE CARES:\$150,000**

The City of Scottsdale is requesting proposals for activities that support programs which promote the positive development of youth, adults, and seniors, strengthen the capabilities of families and the self-sufficiency of adults, or assist residents in addressing crisis needs. Priority will be given to programs that address top priority needs #1. Emergency Housing Assistance, #2. Crisis Case Management and #4. Vulnerable Populations: Seniors and Disabled. A 15% funding cap will be enforced, **requested proposal amounts shall not exceed \$22,500.**

**SRPMIC: \$75,000**

Funding Proposals will only be accepted for Home Delivered Meals through the Salt River Pima Maricopa Indian Community Funds.

**CITY GENERAL FUNDS: Up to \$100,000**

The City of Scottsdale is requesting proposals for the use of General Funds.

Activities for General Funds would be for the following categories:

- Brokerage Services (agencies providing services within City of Scottsdale Human Services facilities)
- Domestic Violence Shelter Services
- Legal Services
- Services for Seniors

Priority will be given to programs that address top priority needs #1. Emergency Housing Assistance, #2. Crisis Case Management and #4. Vulnerable Populations: Seniors and Disabled. A funding cap will be enforced; **requested proposal amounts shall not exceed \$22,500.**

**ENDOWMENT FUNDS: \$8,600**

Activities for Endowment Funds would be for the following categories:

- Community projects and programs for the public good
- City of Scottsdale youth programs

The Community Assistance Office will be presenting an Applicant Orientation tentatively on Thursday, October 26, 2023, from 10AM-11AM at 6535 E. Osborn Rd. Bldg. 9. Scottsdale, AZ 85251. A PowerPoint presentation will be available to view afterwards, including information that is typically reviewed at the orientation.

*It is the policy of the City of Scottsdale not to discriminate against any person on the basis of race, color, religion, age, sex, handicap, familial circumstance, or national origin. Persons using a TTY device may communicate with the Community Assistance Office by calling the TTY line at (480) 312-7411. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Community Assistance Secretary, at (480) 312-7156. Requests should be made as early as possible to allow time to arrange the accommodation.*



For agencies interested in applying for and learning more about the funding process, please visit the Funding information webpage at:

<https://www.scottsdaleaz.gov/human-services/funding-information>

All interested applicants shall use the City of Scottsdale Neighborly participant portal. **We will not accept any applications that are not submitted through the Neighborly software.**

Proposals for Fiscal Year 2024/2025 funding will be available beginning 8 a.m., Thursday, October. 12, 2023, at the Scottsdale Neighborly Participant Portal: <http://portal.neighborlysoftware.com/SCOTTSDALEAZ/Participant>

*(Qualifying organizations shall be City of Scottsdale programs or organizations that are tax exempt under Section 501(c)3 of the Internal Revenue Code.)*

**The deadline for submission of proposals is 4:00 P.M., Friday, November 17, 2023**

For information regarding CDBG, Scottsdale Cares and Endowment Funds, please contact Chad Beougher, Community Development Supervisor, at (480) 312-7424 or [cbeougher@scottsdaleaz.gov](mailto:cbeougher@scottsdaleaz.gov)

The City reserves the right to retain CDBG funds for City-specific activities and funding is contingent based on FY 24/25 approved budget.





**2023/2024 Agency Proposal  
Evaluation and Scoring Tool  
CDBG, Scottsdale Cares,  
and SRPMIC**

Organization Name: \_\_\_\_\_ «Agency Name» \_\_\_\_\_

Program/Project Name: \_\_\_\_\_ «Program Name» \_\_\_\_\_

Reviewed By: \_\_\_\_\_

**Scoring 0-3: 3 = Exceeds; 2 = Meets; 1 = Needs Improvement; 0 = Does Not Meet**

Please circle your score for each section; it should not exceed the Total Possible Points for that section.

<b>A: Program Description (15 POINTS POSSIBLE)</b>	<b>Score</b>
<p><b>1. The service has been clearly defined.</b> <i>Determine if proposal clearly defines the service(s).</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<p><b>2. The program aligns with the needs of the individuals being served.</b> <i>Determine if the program addresses the needs of the target population.</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM and PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<p><b>3. The proposal identifies the desired benefits for the participants.</b> <i>Determine if the proposal clearly identifies the desired benefits of the target population.</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION; FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>4. The location of the service is close to the people being served.</b> <i>Determine if the proposal identifies the location where people will be served.</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>5. The program clearly substantiates partnerships or collaborations.</b> <i>Determine if the proposal clearly identifies partnerships or collaborations.</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<b>TOTAL SCORE (A: Program Description)</b>	
<b>B: Community Need (6 POINTS POSSIBLE)</b>	<b>Score</b>
<p><b>1. The proposal clearly describes why these services are needed.</b> <i>Determine if the proposal clearly describes why these services are needed.</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<p><b>2. The proposal cites data or research in support of the documented need.</b> <i>Determine if the proposal clearly identifies research or data that supports the need of these service(s).</i> WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<b>TOTAL SCORE (B: Community Need)</b>	

<b>C: Population Served (9 POINTS POSSIBLE)</b>	<b>Score</b>
<p><b>1. The proposal clearly describes the specific target population.</b></p> <p><i>Determine if the proposal clearly describes the specific target population.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION</p>	0, 1, 2, 3
<p><b>2. Methodology for determining client eligibility is described adequately.</b></p> <p><i>Determine if the proposal clearly describes how the agency will determine eligibility.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>3. Methodology for determining number of Scottsdale residents served is described adequately.</b></p> <p><i>Determine if the proposal clearly describes how the agency will determine the number of Scottsdale residents being served.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<b>TOTAL SCORE (C: Population Served)</b>	

<b>D: Program Outcome Measurement (12 POINTS POSSIBLE)</b>	<b>Score</b>
<p><b>1. Outcomes are meaningful, client focused, and related to the service.</b></p> <p><i>Determine if the proposal clearly describes if the outcomes are meaningful, client focused and directly related to the service to be provided.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>2. Indicators are time oriented.</b></p> <p><i>Determine if the proposal clearly describes if the indicators are time oriented.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>3. Indicators are client-focused and are appropriate to the associated outcomes.</b></p> <p><i>Determine if the proposal clearly describes if the indicators directly relate to the associated outcomes.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<p><b>4. The documentation of the services provided relates to the outcomes and indicators.</b></p> <p><i>Determine if the proposal clearly describes the services to be provided and if the indicators are appropriate to the associated outcomes.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: PROGRAM RELATED INFORMATION; FUNDING PROGRAM AND SCOPE OF WORK</p>	0, 1, 2, 3
<b>TOTAL SCORE (D: Program Outcome Measurement)</b>	

<b>E: Budget &amp; Leveraged Resources (12 POINTS POSSIBLE)</b>	
<p><b>1. The proposal clearly states how requested funds will be applied to expense line items.</b></p> <p><i>Determine if the proposal clearly states what funding will pay for and how the requested funds will be applied to the expense line items.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND TOTAL PROGRAM BUDGET SUMMARY</p>	0, 1, 2, 3
<p><b>2. The proposal identifies leveraged funds from “Other Sources.”</b></p> <p><i>Determine if the proposal clearly identifies leveraged funds and contingency plans for a shortfall in funding.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND TOTAL PROGRAM BUDGET SUMMARY</p>	0, 1, 2, 3
<p><b>3. The amount requested is reasonable compared to the relationship with proposed number of residents to be served.</b></p> <p><i>Determine if the proposal clearly illustrates the amount of funding requested for services to be provided and if the costs of services are reasonable for the proposed number of residents to be served.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND TOTAL PROGRAM BUDGET SUMMARY</p>	0, 1, 2, 3
<p><b>4. The over-all program budget shows a direct relationship with proposed service item(s).</b></p> <p><i>Determine if the proposal clearly shows a direct relationship between the proposed services to be delivered and the budget.</i></p> <p>WHERE TO FIND THIS INFORMATION IN THE PROPOSAL: FUNDING PROGRAM AND TOTAL PROGRAM BUDGET SUMMARY</p>	0, 1, 2, 3
<b>TOTAL SCORE (E: Budget &amp; Leveraged Resources)</b>	

<b>G: Commissioner Evaluation (10 POINTS POSSIBLE)</b>	
<p><b>1. Top Priority</b></p> <p><i>Proposal addresses a top priority.</i></p> <p style="padding-left: 40px;">Emergency Housing Assistance Crisis Case Management Homeless Supportive Services and Shelters Vulnerable Populations: Seniors and Disabled</p>	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
<b>TOTAL SCORE (G: Commissioner Evaluation)</b>	
<b>TOTAL SCORE (G: Presentation)</b>	



**Section H: Demonstrated Capacity / Historical Performance  
(5 POINTS POSSIBLE)**

1. The agency has demonstrated the organizational capacity to deliver the proposed program.

0, 1, 2, 3,  
4, 5

WHERE TO FIND THIS INFORMATION: PROGRAM RELATED INFORMATION AND STAFF REPORT AND HISTORICAL DATA.

\* Agencies that have not been previously funded will receive 3 points.

**TOTAL SCORE (Section H: Demonstrated Capacity / Historical Performance)**

**TOTAL EVALUATION SCORE**

Recommended for funding?

Yes

No

(Additional factors to consider prior to recommending this agency's proposal for funding.)

**Notes:**

# Demonstrative Capacity and Historical Data

To be completed by Staff

<b>Demonstrative Capacity (30 Points Available)</b>	Points Possible 0-5
The agency has a record of successful delivery of this service.	<b>5</b>
The agency has a record of timely performance reporting and contract compliance.	<b>5</b>
The estimated number of Scottsdale residents to be served is consistent with prior performance.	<b>5</b>
The application adheres to the NOFA and instructions provided at the Applicant Orientation	<b>3</b>
	Points Possible 0-10
Top Tier Priority as listed on the NOFA	<b>8</b>
	Points Possible 0,-10
The agency failed to respond to the information requested on the Human Services Staff Evaluation. <ul style="list-style-type: none"> <li>If an Agency fails to respond to the Human Services Staff Evaluation or submits the responses after the deadline, 10 points will be subtracted from this section.</li> <li>If an Agency fails to attend Question and Answer Session and no Human Services Staff Evaluation is submitted, the Agency's proposal will be disqualified.</li> </ul>	<b>-10</b>
<b>Total Score</b>	<b>16</b>

## Historical Data

	FY 2021/2022		FY 2022/2023		FY 2023/2024		FY 2024/2025
	Proposed	Actual	Proposed	Actual	Proposed	Actual Through 10/31/23	Currently Purposing
<b>Agency contracted to serve:</b>							
Unduplicated persons/households	<b>400</b>	<b>350</b>	<b>200</b>	<b>150</b>	<b>150</b>	<b>25</b>	<b>400</b>
<b>Amount Awarded</b>	<b>\$25,000</b>		<b>\$22,500</b>		<b>\$10,000</b>		<b>22,000</b>

## HUMAN SERVICES STAFF EVALUATION FY 2024/2025

<b>Funding Program:</b>	CDBG .....	
Applicant/Agency:		
Project Name:		
Amount Requested:	\$	
Does the request exceed the funding cap?   Yes or No		
Is the project an eligible activity?   Yes or No		
Is this project for SRPMIC or Endowment?		
SRPMIC		
Is the application for Home Delivered Meals?   Yes or No		

<b>CDBG ONLY</b>	
Does the project meet one of the National Objectives?	
If yes, which one:	
<input checked="" type="checkbox"/>	activities benefiting low- and moderate-income persons,
<input type="checkbox"/>	area benefit
<input checked="" type="checkbox"/>	limited clientele benefit
<input type="checkbox"/>	housing activity
<input type="checkbox"/>	job creation or retention
<input type="checkbox"/>	aid in the prevention of slums and blight,
<input type="checkbox"/>	urgent need.

<b>If Applicable:</b> Is the activity consistent with the Consolidated Plan?	<b>Yes or No</b>
Is a 501(c)3 attached?	<b>Yes or No</b>
Is an audit attached?	<b>Yes or No</b>
Date of the audit:	<b>Yes or No</b>

\_\_\_\_\_  
Mary Witkofski,  
Community Assistance Manager

\_\_\_\_\_  
Date

**HUMAN SERVICES STAFF COMMENTS:**

**Questions or issues the Commission may wish to address during the public presentations. The Community Assistance Office has requested a written response to the numbered questions and comments.**

**Please note: Failure to respond to the questions/comments below or submits their response after the deadline, will result in a ten (10) point reduction to the final score of your agency's proposal.**

1. None

# Applicant Orientation

**FY 2024-2025 Community Development Block Grant (CDBG),  
Scottsdale Cares, Salt River Pima-Maricopa Indian  
Community Funds (SRPMIC), General Funds, and  
Endowment Funds**

# Agenda for today's meeting

1. Funding Packet Overview
2. Calendar of Events
3. Administrative Notice
4. Scoring and Evaluation Tool
5. Demonstrative Capacity and Historical Data
6. Human Services Staff Evaluation
7. CDBG Funds
8. Scottsdale Cares
9. SRPMIC
10. General Funds
11. Endowment Funds
12. Funding Breakdown
13. Proposal Submission
14. Questions
15. Staff Contacts

# Orientation Purpose

- ❑ Provide an overview of the FY 2024/2025 Funding Process for all funding sources
- ❑ Present anticipated Funding Allocations
- ❑ Strengthen your agencies understanding of how to develop a quality proposal that can successfully compete for funding
- ❑ Review Top Priorities, National Objectives, Eligible Activities and Regulatory Concerns
- ❑ Provide staff contacts for technical assistance in the development of your proposal

# Funding Packets Overview

- ❑ Funding Packets are available online at:
  - ❑ [City of Scottsdale - Funding Information \(scottsdaleaz.gov\)](http://scottsdaleaz.gov)
- ❑ Proposal/Allocation Calendar
- ❑ Notice of Funding Availability
- ❑ Federal Regulations (CDBG)
- ❑ Agency Proposal Evaluation and Scoring Tool
- ❑ Human Services Staff Evaluation
- ❑ PowerPoint Presentation



# Calendar of Events

(Key Dates)

- ❑ Proposals shall be submitted in Neighborly, by Friday, November 17, 2023, by 4:00 p.m.
- ❑ Responses to Human Services Staff Evaluation are due approximately December 22, 2023 by 4:00p.m.
- ❑ Human Services Commission formal recommendations to City Council will be held on March 28, 2024.
- ❑ City Council votes on approval of Community Development Block Grant, Scottsdale Cares, SRPMIC, General Funds, and Endowment Funds tentatively on May 20, 2024.

# Administrative Notice

- ❑ Each agency will be limited to submitting one proposal per funding source
  - Will be verified through the agency's Tax ID Number
- ❑ Each agency will be limited to submitting one proposal per program or project.
- ❑ All proposals will be submitted through the Neighborly Scottsdale Participant Portal
  - ❑ All applicants must create a profile to gain access to the portal
    - ❑ Demo [Neighborly Software](#)

# Administrative Notice

## Scoring

- ❑ Response to the Human Services Staff Evaluation will be emailed to the agency contacts listed in the proposal by approximately the week of December 4<sup>th</sup>, 2023.
  - This will be the only opportunity to present additional information during the funding process.
  - Any agency failing to respond to the Human Services Staff Evaluation or submitting their response after the December 22, 2023 deadline will receive a 10 point deduction.
- ❑ Any agency that does not attend the Commissioner's Q&A session and does not submit a response to the Human Services Staff Evaluation will be disqualified from the funding process. No virtual option available currently.
- ❑ The city of Scottsdale is seeking to distribute funding directly to projects identified as top priority community needs. The commission scoring and Human Services Evaluation will assess each proposal for alignment with top priorities.

# Administrative Notice Priorities

- Scoring sections of the Evaluation Scoring Tool have been modified to reflect new funding priorities.

## Funding Priorities

1. Emergency Housing Assistance
2. Crisis Case Management
3. Homeless Supportive Services and Shelters
4. Vulnerable Populations: Seniors and Disabled

# Administrative Notice Contracts

Contracts for Scottsdale Cares, SRPMIC, and General Funds shall be reimbursed on expenditures in lieu of units provided as in previous funding years

Language from the contracts:

“Payment shall be made on a reimbursement basis only and in such amounts and increments as may be approved by the City for various phases of work following submission by Agency of a proper request for payment, including applicable, accurate, and complete supporting documentation that substantiates the payment request and that is in accordance with the scope of work and program budget.”

# Scoring and Evaluation Tool

- ❑ Provided in Funding Packets available at:
  - ❑ [City of Scottsdale - Funding Information \(scottsdaleaz.gov\)](http://scottsdaleaz.gov)
- ❑ Tool used by Human Service Commission to rank Proposals
- ❑ Refer to Evaluation Scoring Tool as you fill out the Proposal

**Returning applicants: Please note that application has minor changes from previous year such as character limits.**

# Demonstrative Capacity and Historical Data

- ❑ Provided in Funding Packets available at:
  - ❑ [City of Scottsdale - Funding Information \(scottsdaleaz.gov\)](http://scottsdaleaz.gov)
- ❑ Will be provided to the Commissioners during the scoring process
- ❑ Includes staff scoring and historical performance, when applicable

# Human Services Staff Evaluation

- ❑ Proposals will be reviewed by City Staff to determine general eligibility, completion and alignment with top priorities
- ❑ Human Services Staff will analyze the content of each application and compile clarifying inquiries, if warranted
- ❑ Finalized Human Service Staff Evaluations will be emailed to each agency during **the week of December 4<sup>th</sup>, 2023**.
  - Responses are required by **December 22, 2023**. This will be the only opportunity to present additional information during the funding process
- ❑ Responses will be included in the funding documents prepared for the Human Services Commission for review and scoring



# Community Development Block Grant (CDBG) Funds

# National Objectives

- Projects must meet one of the following:
  - Primary Benefit to Low-Moderate Income Persons (Clientele or Area Benefit- LMC/LMA)
  - Prevention or Removal of Slum and Blight
  - Mitigation or Elimination of a Certified Emergency Condition (i.e., major catastrophes or emergencies such as floods and earthquakes)

# Types of Eligible Projects

- Acquisition of Real Property
- Disposition (disposal of real property)
- Historic Preservation
- Housing Rehabilitation
- Housing Services
- Lead Based Paint Hazard Removal
- New Housing Construction
- Program Administration Costs (generally reserved for the City exclusively)
- Public Facilities and Improvements
- Public Services
- Relocation
- Removal of Architectural Barriers

# Types of Proposals

- CDBG Proposals:
  - Public Service
  - Housing

# Public Service Proposals

- ❑ Eligible activities must benefit low and moderate-income Scottsdale families.
- ❑ Proposals are required to focus on top community priority of homeless supportive services and shelters only.
- ❑ **Requested proposal amounts shall not exceed \$43,500.**

# Housing Proposals

- For acquisition activities, attach the following narrative on a separate sheet:
  - Project Timeline
  - Fair Market Value of Property
  - Relocation Information
  - Environmental Information

# Significant Regulatory Concerns

- Environmental Reviews
- Davis-Bacon Wages
- Section 3
- Minority/Women Owned Business Enterprises
- Procurement
- Relocation
- City Plan Review
- Conformance with Current Land Use

# Anticipated CDBG Allocation

Total CDBG Allocation	\$	1,163,185
Less: Admin Allocation of 20%	\$	(232,637)
<b>Net CDBG Funds to Allocate</b>	\$	<b>930,548</b>
<b>Public Service Allocation of 15%</b>	\$	<b>174,478</b>
<b>Non-Public Service Allocation of 65%</b>	\$	<b>756,070</b>

**(These amounts do not include reprogrammed funds)**

\*The City reserves the right to retain CDBG funds for specific activities.



# Monthly Reporting

## Focus on:

- Number of Scottsdale persons or households to be assisted
- Demographics
- Income Levels and supporting documentation
- Submitted in the Neighborly software
- Due no later than the 15<sup>th</sup> of the following month

# ACCOMPLISHMENTS REPORTING IN NEIGHBORLY

Accomplishment data below is read-only. Changes must be made to the corre

TOTAL NUMBER OF PERSONS ASSISTED	JUL 2023
Total Number of Unduplicated Persons Assisted this Month	<input type="text" value="3"/>
Totals	<input type="text" value="3"/>

BENEFICIARIES - INCOME	JUL 2023
Number of Extremely Low Income persons assisted (<30% AMI)	<input type="text" value="0"/>
Number of Low Income persons assisted (30%-50% AMI)	<input type="text" value="3"/>
Number of Moderate Income persons assisted (50% - 80% AMI)	<input type="text" value="0"/>
Number of persons assisted who are NOT Low to Moderate Income	<input type="text" value="0"/>
Totals	<input type="text" value="3"/>

BENEFICIARIES - RACE	JUL 2023
White	<input type="text" value="3"/>
Totals	<input type="text" value="3"/>

BENEFICIARIES - ETHNICITY	JUL 2023
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# Reimbursement Requirements

- ❑ Comply with all insurance requirements
- ❑ Copies of supporting documentation (i.e. timesheets, payroll ledgers, invoices and proof of payment and how the calculations were made)
- ❑ If paying for salaries, you must be able to identify time spent to Scottsdale funded activity (direct services)
  - Ineligible reimbursement expenses include, but are not limited to over-time and retro pay
  - Paid time off is an eligible expense for full-time employees funded solely by CDBG
- ❑ Submit ONLY one (1) copy of your reimbursement request via a Neighborly draw request

# Monitoring Process

Focus on performance:

- Regulatory compliance
- Financial Management Documentation
- Reporting
- Maintaining client documentation of income eligibility (income verification or self certification)

# Scottsdale Cares

# Eligible Activities

- ❑ Promote the positive development of youth, adults and seniors
- ❑ Strengthen the capability of families and the self-sufficiency of adults
- ❑ Assist Scottsdale residents of all ages to address crisis needs

# Scottsdale Cares Proposals

Up to \$150,000 available for Scottsdale Cares

Priority will be given to programs that address top priority needs:

- #1. Emergency Housing Assistance,
- #2. Crisis Case Management and
- #4. Vulnerable Populations: Seniors and Disabled.

**Requested proposal amounts shall not exceed \$22,500.**

# Salt River Pima-Maricopa Indian Community Funds (SRPMIC)



# SRPMIC Proposals

- ❑ Up to \$75,000 available for SRPMIC
- ❑ Amount Tentative as it is appropriated by the City Council
- ❑ **Funding Proposals will only be accepted for Home Delivered Meals**

# General Funds

# Eligible Activities

Up to \$100,000 available for General Funds

Activities for General Funds would be for the following categories:

- Brokerage Services (agencies providing services within City of Scottsdale Human Services facilities)
- Domestic Violence Shelter Services
- Legal Services
- Service for Seniors

# General Funds Proposals

Priority will be given to programs that address top priority needs:

- #1. Emergency Housing Assistance,
- #2. Crisis Case Management and
- #4. Vulnerable Populations: Seniors and Disabled.

**Requested proposal amounts shall not exceed \$22,500.**

# New Reimbursement Requirements for Scottsdale Cares, SRPMIC, and General Funds

- ❑ Must meet the number of Scottsdale persons or households to be assisted from Scope of Work
- ❑ Comply with all insurance requirements
- ❑ Invoices with supporting documentation and Performance Reports
- ❑ Funding will be distributed on a reimbursement basis only
- ❑ Reports are due:

October 15th, January 15th, April 15th, and July 5th

- ❑ Submit reimbursement requests via a draw request in Neighborly Software.

# Endowment Funds

# Endowment Fund Categories

Qualifying organizations shall be either City of Scottsdale programs or organizations that are tax exempt under Section 501(c)(3) of the Internal Revenue Code.

- The Scottsdale Community Endowment Fund is used to carry out the purposes of community projects and programs for the public good within the city
- The Herbert R. Drinkwater Youth Fund is used to support City of Scottsdale youth programs

# Anticipated Allocation

- ❑ A total allocation of \$8,600 is expected to be available, between the two funds.
- ❑ Amount Tentative until appropriation is approved by the City Council



# Reimbursement Requirements

- ❑ Comply with all insurance requirements
- ❑ Submit only one (1) reimbursement request invoice on agency letter head via a Neighborly draw request by January 15<sup>th</sup>\*

\*official date will be noted in the contract

- ❑ Agency's check will be disbursed by the Arizona Community Foundation
- ❑ Quarterly reports of demographics served

# Funding Breakdown

Funding Source	*Funding Available		Funding Cap
CDBG Public Service	\$174,000	Homelessness Supportive Services and Shelters	\$43,500
CDBG Housing	\$200,000	Housing Activities	\$200,000
Scottsdale Cares	\$150,000	#1. Emergency Housing Assistance, #2. Crisis Case Management and #4. Vulnerable Populations: Seniors and Disabled	\$22,500
SRPMIC	\$75,000	Home Delivered Meals	\$75,000
General Funds	\$100,000	#1. Emergency Housing Assistance, #2. Crisis Case Management and #4. Vulnerable Populations: Seniors and Disabled	\$22,500
Endowment	\$8,600	Community projects and programs for the public good and City of Scottsdale youth programs.	\$8,600

\*Approximately

# Proposal Submission

# Budget Section

## B.12. TOTAL PROGRAM BUDGET SUMMARY

- Items to Note:
- TOTAL PROGRAM REVENUES MUST EQUAL TOTAL PROGRAM EXPENSES**
  - Employee related expenses cannot be reimbursed at rates greater than the actual cost.
  - Indirect administrative costs will not be reimbursed unless an indirect cost allocation plan has already been approved by an appropriate federal agency and submitted with this application.

### B.12a. Program Revenues

REVENUE SOURCE	COLUMN A-CITY OF SCOTTSDALE	COLUMN B-OTHER SOURCES	COMMITTED OR TENTATIVE	SUM OF COLUMN A & B
City of Scottsdale	\$ 35,000.00		Tentative	\$ 35,000.00
HS Grant		\$ 10,000.00	Committed	\$ 10,000.00
	\$ 35,000.00	\$ 10,000.00		\$ 45,000.00

### B.12b. Expenditures- Personnel Services

PERSONNEL SERVICES	COLUMN A-CITY OF SCOTTSDALE	COLUMN B-OTHER SOURCES	SUM OF COLUMN A & B
Salaries	\$ 15,000.00		\$ 15,000.00
ERE	\$ 2,000.00		\$ 2,000.00
	\$ 17,000.00		\$ 17,000.00

### B.12c. Expenditures-Contracted Services

CONTRACTED SERVICES	NOTES	COLUMN A-CITY OF SCOTTSDALE	COLUMN B-OTHER SOURCES	SUM OF COLUMN A & B
Professional Services	Social Workers	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Telephone	CallPhone Service	\$ 1,000.00	\$ 0.00	\$ 1,000.00
Utilities			\$ 0.00	\$ 0.00
Rent		\$ 0.00	\$ 0.00	\$ 0.00
Insurance	Auto	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Travel/Meals	Gas	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Other Specify in Notes			\$ 0.00	\$ 0.00
Other Specify in Notes	Hotel Vouchers		\$ 10,000.00	\$ 10,000.00
Other Specify in Notes			\$ 0.00	\$ 0.00
		\$ 16,000.00	\$ 10,000.00	\$ 26,000.00

### B.12d. Expenditures-Supplies & Miscellaneous Services

CONTRACTED SERVICES	NOTES	COLUMN A-CITY OF SCOTTSDALE	COLUMN B-OTHER SOURCES	SUM OF COLUMN A & B
Office Supplies			\$ 0.00	\$ 0.00
Building Materials		\$ 0.00	\$ 0.00	\$ 0.00
Printing/Duplication	Flyers	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Other Specify in Notes		\$ 0.00	\$ 0.00	\$ 0.00
Other Specify in Notes		\$ 0.00	\$ 0.00	\$ 0.00
Other Specify in Notes		\$ 0.00	\$ 0.00	\$ 0.00
		\$ 2,000.00		\$ 2,000.00

**TOTAL PROGRAM REVENUES MUST EQUAL TOTAL PROGRAM EXPENSES**

Provide details and clarity in the notes section

Please do not submit funding request over cap.

# Proposal Submittal for All Funding Sources

- Proposals shall be submitted in Neighborly, by Friday, November 17, 2023, by 4:00 p.m.

Program	Funding Process	Name	Test Orientation
Id	30050	Address	6535 E Osborn Rd Ste 8
Status	Application in Progress		unit 8
Funding			Scottsdale, AZ 85087

  

## Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

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### CERTIFICATIONS

The Grantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program, if approved for funding.

Signature:

Title:

No save history

# Staff Contacts for questions or concerns:

- CDBG Public Service
- CDBG Housing
- Scottsdale Cares
- SRPMIC
- General Funds
- Endowment Funds
- Program Budget  
Technical Assistance

**Mary Witkofski**

*Community Assistance Manager*

(480) 312-2479

[mwitkofski@scottsdaleaz.gov](mailto:mwitkofski@scottsdaleaz.gov)

**Chad Beougher**

*Community Development Supervisor*

(480) 312-7424

[cbeougher@scottsdaleaz.gov](mailto:cbeougher@scottsdaleaz.gov)

**Jennifer Crane**

*Community Grants Specialist*

(480) 312-7731

[jcrane@scottsdaleaz.gov](mailto:jcrane@scottsdaleaz.gov)

**Contacts are**  
**provided for**  
**reference only and**  
**are subject to**  
**change.**

## SUBRECIPIENT AGREEMENT

### CITY OF SCOTTSDALE, ARIZONA

#### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of July 2023, by and between **Agency Name Here**, an Arizona non-profit corporation, hereinafter referred to as the subrecipient (“Subrecipient”) and the City of Scottsdale, an Arizona municipal corporation, hereinafter referred to as the City (“City”).

The City and the Subrecipient, for and in consideration of the sum to be paid by the City, in the manner and at the time provided in this Agreement, and for other covenants and agreements contained in this Agreement, agree as follows:

#### STATEMENT OF WORK:

In accordance with 24 C.F.R. Part 570 and the terms and conditions of this Agreement, Subrecipient agrees to complete the project (“Project”) entitled **Project Title Here**, described in Exhibit A, attached, which is incorporated in this Agreement by this reference, as if fully set forth. The Subrecipient shall furnish all labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the Project.

#### CONTRACT AMOUNT:

The City shall provide financial assistance to Subrecipient in an amount not to exceed **Contract Dollar Amount Here Dollars and xx/100 (\$XX,XXX.XX)**. This amount constitutes the City's entire participation and obligation in the performance and completion of all work to be performed under this Agreement. Notwithstanding any other provision of this Agreement, failure by Subrecipient to complete the Project or perform or deliver the work, supplies or services required by this Agreement or failure by Subrecipient to submit when due all required reports, documents, proper payment requests and applicable, accurate and complete supporting documentation substantiating the payment requests will result in the withholding of payment under this Agreement.

#### CONTRACT TERM:

The term of this Agreement is one (1) year beginning as of the date of this Agreement, first written above. The term may be extended by written mutual consent of the Community Assistance Manager and the Subrecipient. The foregoing notwithstanding, the provisions of this Agreement shall remain in effect, during any time period that the Subrecipient remains in control of Community Development Block Grant (“CDBG”) funds or other assets, including program income.

#### METHOD OF PAYMENT:

Payment shall be made on a reimbursement basis only and in such amounts and increments as may be approved by the City for various phases of work following submission by Subrecipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the scope of work and program budget. Payment request and performance reporting are required to be submitted **monthly** under this Agreement. Documents and forms relating to billing are attached



in Exhibit B, which is incorporated in this Agreement by this reference, as if fully set forth. The final billing for the contract must be received by the first Friday in July; if it is a holiday, submit the final invoice on the Thursday before.

**PROGRAM INCOME:**

Any program income, as defined in 24 C.F.R. 570.500(a), received by the Subrecipient, during the term of the Agreement, shall be used for the purposes of this Agreement, as provided by its terms and conditions, and as provided in 24 C.F.R. 570.504(c). Program income shall be substantially disbursed prior to the payment of any CDBG funds that otherwise may be due, pursuant to this Agreement. Under this Agreement, program income refers solely to that income derived from the expenditure of funds granted under this Agreement and includes, but is not limited to, income received from the clients served for services performed or materials purchased and proceeds from the disposition of real property purchased in whole or in part with CDGB funds. Documentation supporting the amount of program income received shall be submitted with monthly billings. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to the City as required by 24 C.F.R. § 570.503(b)(8).

**RECORD KEEPING AND RETENTION:**

The Subrecipient will maintain and provide when due, or at any time upon the City's request, and also maintain for five (5) years after the completion of the Project, all records required by 24 C.F.R. § 570.506 and 24 C.F.R. Part 570 Subpart K which shall include but not be limited to:

- a) Records demonstrating that the Subrecipient is and remains a qualified subrecipient for CDBG funds under Housing and Urban Development ("HUD") regulations;
- b) Records demonstrating that participating citizens served by the Project meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation process of lower income persons or groups;
- c) Financial records as required by 24 C.F.R. § 570.502 and 2 C.F.R. § 200.333 as modified by, including source documentation for entities not subject to 2 C.F.R. Part 200; and
- d) Performance and other reports submitted by the Subrecipient, as required by the City.

**INDEPENDENT CONTRACTOR:**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor, with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

**SUBCONTRACTING:**

All work or services covered by this Agreement, which is subcontracted by the Subrecipient, shall be specified by written contract and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.

**THE SUBRECIPIENT AGREES TO:**

1. Utilize normal and customary practices and procedures for the delivery of the Project and provide a level of service that is consistent with the level of service for similar programs administered by the Subrecipient, exclusive of this Agreement.
2. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations, concerning Community Development Block Grants (“CDBG”)), including subpart K of those regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 C.F.R. 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process, under the provisions of 24 C.F.R. Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
3. Comply with the requirements of 2 C.F.R. Part 230, as applicable, establish and/or maintain accounting systems to assure that it is audited and that those audits meet the requirements of 2 C.F.R. Part 215 and comply with the audit requirements of Subpart F of the Uniform Grant Guidance for these same institutions. Such system will be subject to monitoring from time to time by the City or by the Department of Housing and Urban Development.
4. Keep records of all ethnic and racial statistics of persons and families benefited in the performance of its services on the project site, including, but not limited to, the number of low- and moderate-income persons and households assisted in accordance with federal income limits, the number of elderly (over 62 years of age) and handicapped, family size, and number of female heads of households. Subrecipient agrees to provide City with monthly written reports of its activities and a final report when this Agreement terminates, setting forth the activities, program accomplishments, new program information and current program statistics on expenditures, caseload and activities. City and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining performance, to books, documents and papers, and the right to examine records. However, nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.
5. Acknowledge that the funds being provided by City for the Project are received by City, pursuant to the Housing and Community Development Act of 1974 (“Act”), as amended, and 24 C.F.R. Part 570 and that expenditures of these funds shall be in accordance with the provisions of the Act and all pertinent regulations issued by agencies of the federal government. Subrecipient agrees to comply fully with all federal, state and local laws and court orders applicable to its operation, whether or not expressly referred to in this Agreement.

6. Comply with the indemnification and insurance requirements set forth in Exhibit C, attached, which is incorporated in this Agreement by this reference, as if fully set forth, and provide insurance and evidence of insurance, as indicated in Exhibit C.
7. Give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Project and activities, pursuant to this Agreement. If the Subrecipient believes that any part of the Agreement, including the Exhibits, are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.
8. The Subrecipient and its subcontractors shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or its negligence, and not give proper notice to the City, the Subrecipient will assume full responsibility for its actions and bear all resulting costs. The City will not be liable for any work performed by the Subrecipient.
9. Comply with and require all subcontractors paid with funds provided by this Agreement to comply with all the applicable provisions of the Housing and Community Development Act of 1974, as amended, 24 C.F.R. Part 570 and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974.
10. Transfer to the City, upon expiration, cancellation or termination of the Agreement, any Community Development Block Grant funds or program income on hand, and any accounts receivable attributable to the use of Community Development Block Grant funds.
11. Comply with the following requirements pertaining to real property: If the Subrecipient has any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds under this Agreement in excess of \$25,000, the Subrecipient agrees to meet one of the CDBG National Objectives pursuant to 24 C.F.R. 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City.
12. Comply with the following requirements pertaining to equipment: If the Subrecipient has equipment acquired, in whole or in part, with CDBG funds under this Agreement that is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.
13. Acknowledge the contributions of the City of Scottsdale Community Development Block Grant program in all published literature, brochures, programs, fliers, etc., during the term of this Agreement. Compliance shall be enforced by periodic site reviews.

14. Prepare and submit to the City monthly performance reports in the form, with the content and at the times required by the City. Unless modified by the City, Subrecipient shall submit monthly performance reports in the form as shown in Exhibit B and including the supporting documentation as required by the City.
15. Comply with the Certifications applicable to it, including Section 319 of Public Law 101-121, and execute all applicable documents, in Exhibit D, attached, which is incorporated in this Agreement by this reference, as if fully set forth.
16. Comply with the conflict-of-interest provisions in 2 C.F.R. Part 200 and 24 C.F.R. § 570.611. In the procurement of supplies, equipment, construction and services by Subrecipient, the conflict-of-interest provisions in 2 C.F.R. Part 200 shall apply, and Subrecipient shall abide by such provisions. In all cases not governed by 2 C.F.R. Part 200, the provisions of 24 C.F.R. § 570.611 shall apply, and Subrecipient shall comply with such provisions, including the following: No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient, the City or any designated public agency.
17. Complete and provide to the City a completed Exhibit F, listing Subrecipient’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 Subrecipient shall be indicated on Exhibit F. Subrecipient shall submit a revised Exhibit F to the City within thirty (30) days of any change.
18. Not begin the Project until after receiving a Notice to Proceed from the City indicating that all environmental reviews have been completed.
19. Within 30 days of signing this Agreement, obtain from SAM.gov and provide to the City a Unique Entity Identifier (“UEI”) which Subrecipient shall keep active through the duration of this Agreement.

**THE CITY AGREES TO:**

1. Disburse funds in a timely manner as described in this Agreement.
2. Provide technical assistance to the Subrecipient to comply with applicable federal guidelines governing the use of Community Development Block Grant funds.
3. Complete all environmental review requirements as described in 24 C.F.R. Part 58.
4. Comply with the Certifications applicable to it in Exhibit D, attached.
5. Verify Subrecipient’s UEI is active and in good standing prior to issuing a Notice to Proceed.

**TERMINATION:**

In accordance with 2 C.F.R. Part 200, the City may suspend or terminate this Agreement, if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to in this Agreement, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives, as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill its obligations under this Agreement, in a timely and proper manner;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect, or incomplete, in any material aspect.

In accordance with 2 C.F.R. § 200.339, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or part, by setting forth reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If in the case of a partial termination, however, the City determines that the remaining portion of the award will not accomplish the purpose for which the award is being made, the City may terminate the award in its entirety. The parties shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

**NON-DISCRIMINATION:**

1. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap. Subrecipient shall take affirmative action in employment and ensure that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, familial status, physical/mental handicap. The scope of non-discrimination and affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of non-discrimination as described in this clause.
2. Subrecipient shall not discriminate against any applicant for service because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap. Subrecipient shall, in all solicitations or advertisements, state that all qualified applicants will receive consideration for employment or service without regard to race, color, religion, sex, national origin, age, familial status or mental/physical handicap. Subrecipient agrees to adopt and post in all offices or site locations a Policy of Nondiscrimination on the Basis of Disability. See Exhibit D, attached.
3. Subrecipient shall comply with the City of Scottsdale's Non-discrimination and Anti-harassment Policy as set forth in Chapter 15 of the Scottsdale Revised Code which

prohibits discrimination because on actual or perceived race, color, religion, sex, age, disability, national origin, sexual orientation or gender identity.

4. This Agreement does not, is not intended to, and shall not be interpreted to contravene the employment rights of religious organizations as recognized in federal, state, and local laws including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; Section 204(c) of Executive Order 11246, as amended; A.R.S. § 41-1493 et seq.; A.R.S. § 41-1462; and Scottsdale Revised Code § 15-17(D).

## **IMMIGRATION LAW COMPLIANCE**

Under the provisions of A.R.S. § 41-4401, the Subrecipient warrants to the City that the Subrecipient and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Subrecipient 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 Subrecipient or any of its subcontractors will be considered a material breach of this Agreement and may subject the Subrecipient or Subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Subrecipient will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Subrecipient's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

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

The City may conduct random verification of the employment records of the Subrecipient and any of its subcontractors to ensure compliance with this warranty. The Subrecipient 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.

## **FISCAL RESPONSIBILITY:**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the Project outlined in this Agreement. Therefore, should the Project not be completed, be partially completed, or completed at a lower cost than the original budget called for, the amount reimbursed to Subrecipient shall be for only the amount of dollars actually spent by Subrecipient. For any funds received under this Agreement for which expenditure is disallowed, Subrecipient shall reimburse said funds directly to City immediately but not later than fifteen (15) business days, exclusive of weekends and holidays.

## **GENERAL PROVISIONS:**

1. It is expressly understood by the Parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the U.S. Department of Housing and Urban Development (HUD) pursuant to the Community Development Block Grant Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD, the

CDBG regulations and/or the terms of the grant agreement between the City and HUD. Notwithstanding any other provisions of this Agreement, any payment to the Subrecipient by the City under this Agreement is contingent upon the City's actual receipt of funds from HUD.

2. Subsequent to the execution of this Agreement, the Community Assistance Manager, who at the time of the execution of this Agreement is Mary Witkofski, shall represent the City in the administration of this Agreement and shall be the City's Contract Administrator. A person designated by the Subrecipient, as indicated below, shall represent the Subrecipient in the administration of this Agreement. All written communications between the Subrecipient and the City shall be sent to the respective representatives of the Parties, as indicated below:

<u>Subrecipient</u>	<u>City</u>
Name:	Mary Witkofski
Title:	Community Assistance Manager
Address:	Paiute Neighborhood Center 6535 E Osborn Rd., Bldg. #8
City/Town:	Scottsdale, AZ 85251
Phone:	(480) 312-2309
Fax:	(480) 312-7761

3. The Parties hereto understand and acknowledge that each party may cancel this Agreement pursuant to A.R.S. § 38-511.
4. In the event that the Project, which is the subject of this Agreement, is to be conducted at a City facility, or on City property, the Subrecipient 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 Subrecipient will be a condition precedent to this Agreement.
5. Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.
6. This Agreement is the entire Agreement of the Parties regarding its subject matter. It supersedes any and all other agreements, either oral or in writing, between the Parties hereto and contains all the covenants and agreements between the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.
7. The Subrecipient shall not assign, or transfer, any interest in this Agreement, without the prior written consent of the City.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations, including but not limited to those listed in Exhibit E, attached, which is incorporated in this Agreement by this reference, as if fully set forth.
9. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10. The City's failure to act with respect to a breach by the Subrecipient does not waive the City's right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 11. All Exhibits to this Agreement are fully incorporated herein, as though fully set forth in this Agreement.
- 12. The Subrecipient and the City represent, warrant, and covenant to each other that each party has full power and authority to enter into and perform this Agreement.
- 13. The Subrecipient and the City represent, warrant, and covenant to each other that the individual(s) signing this Agreement on each party's behalf is/are authorized by each respective party to do so.
- 14. Any amendments to this Agreement shall be in writing and signed by both parties.
- 15. The "Community Development Block Grant Grantee Certifications", which are attached as a part of Exhibit D, have been met with regard to the Subrecipient's participation with the City's Community Development Block Grant program.
- 16. If the City Council does not appropriate funds necessary to fulfill City's obligations under this Agreement, City may terminate this Agreement at the end of the current fiscal period. City agrees to give written notice of termination to Subrecipient at least thirty (30) days before the end of its current fiscal period and will pay to Subrecipient all approved charges incurred through the end of this period.

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attachments thereto, which shall be effective as of the first date written above.

SUBRECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

*[Remainder of page intentionally blank.]*



CITY OF SCOTTSDALE,  
an Arizona municipal corporation

BY: \_\_\_\_\_  
David D. Ortega, Mayor

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Ben Lane, City Clerk

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

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

DATE: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
William B. Murphy  
Assistant City Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
George Woods, Jr.  
Risk Management Director

DATE: \_\_\_\_\_

**CITY OF SCOTTSDALE  
CDBG SUBRECIPIENT AGREEMENT  
EXHIBITS**

- A. Statement of Work
- B. Budget & billing information
- C. Insurance requirements
- D. Certifications
- E. Federal laws & regulations
- F. Subrecipient's Designated Contract Representatives

## EXHIBIT "A" STATEMENT OF WORK

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 CDBG 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
<b>Total</b>		**

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)	
<b>TOTAL</b>	

**\*\*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
<i>Example:</i> Assistance with disability claims.	<i>Example:</i> Clients have increased financial self-sufficiency.	<i>Example:</i> By June 30, 2024, 15 clients have started to receive appropriate benefits.	<i>Example:</i> File is considered complete upon receipt of award letter.

**8. Eligible Activity: (Check all that apply)**

- NATIONAL OBJECTIVE #1 - Primary Benefit of Low and Moderate-Income Persons
- NATIONAL OBJECTIVE #2 - Prevention or Removal of Slum and Blight
- NATIONAL OBJECTIVE #3 - Mitigation or Elimination of a Certified Emergency Condition (e.g., major catastrophes or emergencies such as floods and earthquakes)

**EXHIBIT “B”  
BUDGET & BILLING INFORMATION**

**9. CDBG 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.)

**TOTAL PROGRAM BUDGET SUMMARY**

<b>CITY OF SCOTTSDALE (COS)</b>				
<b>Funding Year: 07/01/2023 – 06/30/2024</b>				
<b>Subrecipient Name:</b>				
<b>Program Name:</b>				
	<b>Column (A)</b>	<b>Column (B)</b>		<b>Col. (A) + (B)</b>
<b>Revenues</b>	<b>City of Scottsdale</b>	<b>Other Sources</b>	<b>Committed - C or Tentative - T</b>	<b>Total</b>
City of Scottsdale CDBG Funding				
<b>TOTAL PROGRAM REVENUES</b>				
<b>Expenditures</b>				
<b>Personnel Services:</b>				
Salaries				
ERE				
<b>Total Personnel Services</b>				
<b>Contracted Services:</b>				
Professional Services				
Telephone				
Utilities				
Rent				
Insurance				
Travel/Mileage				
Other (specify) audit				
<b>Total Contracted Services</b>				
<b>Supplies &amp; Miscellaneous:</b>				
Office Supplies				
Building Materials				
Printing/Duplication				
Other (specify) other operating				
<b>Total Supplies &amp; Miscellaneous</b>				
<b>TOTAL PROGRAM EXPENSES</b>				

Note: TOTAL PROGRAM REVENUES MUST EQUAL TOTAL PROGRAM EXPENSES.  
 Note 2: Employee related expenses cannot be reimbursed at rates greater than the actual costs.  
 Note 3: Indirect administrative costs will not be reimbursed unless an indirect cost allocation plan has already been approved by an appropriate federal agency and submitted with this application.

## REIMBURSEMENT REQUEST REQUIREMENTS AND PERFORMANCE REPORTS

**NOTE:** This section is very important to facilitate the expeditious processing of your agency's request for reimbursement. Please carefully follow the summary of monthly reimbursement and performance reporting requirements listed below.

**The Agency is the responsible party for the following:**

- A request for reimbursement must be reviewed and signed by the agency executive director, be submitted to the City on the agency's letterhead, and include the contract number;
- Submitting a financial format/budget pro forma summarizing monthly and year-to-date expenditures including the agency's match from other resources (form to be supplied by the City of Scottsdale);
- Providing copies of all supporting documents. If the CDBG funds are paying for salaries, please provide: salary and ERE calculations, copies of timecards (indicating the hours dedicated to this specific Scottsdale funded activity) signed by employee and supervisor, payroll ledgers, and earnings statements. If the CDBG funds are paying for rent, please provide copies of the rent calculation, invoices, and payment checks.
- The agency is **required** to submit billing requests and performance reports by the **15<sup>th</sup> of the following month**. If there is no financial activity, the agency is still required to report on progress of their activity to the contract administrator. The final billing for the contract must be received by the first Friday in July; if it is a holiday, submit the final invoice on the Thursday before.
- All of the above components must be included in the agency's monthly reimbursement request. City Community Assistance staff generally processes the agency's reimbursement request within fourteen (14) days. If the reimbursement procedures are not followed correctly, or if additional documentation is required, the City will contact the agency. This will delay the processing and the agency's reimbursement check.
- A monthly performance report (form to be supplied by the City of Scottsdale) that explains the progress the project has made in relation to the performance indicators submitted. The report will also include ethnic and income information as requested.

**INVOICE # \_\_\_\_\_**  
**(to appear on Agency letterhead)**

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

**TO:**  
Community Assistance Office  
6535 E Osborn Rd., Bldg. 8  
Scottsdale, AZ 85251  
Attn: Community Grant Specialist

**RE:** Community Development Block Grant (CDBG) Agreement # 2023-xxx-COS

**BRIEF DESCRIPTION OF SERVICES PROVIDED:**

**Amount Requested:** \$ \_\_\_\_\_ for the month of \_\_\_\_\_.

**Remit payment to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Person Authorized to Sign for Agency**

\_\_\_\_\_  
**Print Name and Title**



**City of Scottsdale**  
**CDBG Program**  
**Annual Income Guidelines**  
 (subject to change to reflect the most current HUD guidelines)

**Effective Date: July 1, 2020**

Gross Annual Family Income Qualifications from the Department of Housing and Urban Development

Household Size (persons)	CDBG/HOME		
	Table A 30%	Table B 50%	80%
1	16,350	27,250	43,600
2	18,700	31,150	49,800
3	21,050	35,050	56,050
4	23,350	38,900	62,250
5	25,250	42,050	67,250
6	27,100	45,150	72,250
7	29,000	48,250	77,200
8	30,850	51,350	82,200

**Presumed Benefit Groups**

- Abused Children
- Elderly Persons (62 years or older)
- Battered Spouses
- Homeless Persons
- Severely Disabled Persons
- Illiterate Adults
- Migrant Farm Workers
- Persons Living with AIDS

**CITY OF SCOTTSDALE (COS)**

AGENCY NAME: \_\_\_\_\_

**BILLING STATEMENT FOR MONTH OF:** \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

<u>DESCRIPTION</u>	<u>COS</u>	<u>OTHER SOURCES</u>	<u>TOTAL</u>
Personnel Services:			
Salaries			
ERE			
Total Personnel Services	_____	_____	_____
Contracted Services:			
Professional Services			
Telephone			
Utilities			
Rent			
Insurance			
Maintenance			
Travel/Mileage			
Other (Specify)			
Total Contracted Services	_____	_____	_____
Supplies & Miscellaneous			
Office Supplies			
Building Materials			
Printing/Duplication			
Other (Specify)			
Total Supplies & Miscellaneous	_____	_____	_____
<b>TOTAL PROGRAM EXPENSES</b>	_____	_____	_____

### City of Scottsdale Performance Report

<b>Report Type:</b>	Public Service		
<b>Report Time Period:</b>			<b>Report Time Frame:</b> Monthly
	Start Date	End Date	

<b>Agency Name</b>	<b>Project/Program Name</b>	<b>Contact Person &amp; Phone Number</b>

<b>Report for:</b>	<input type="checkbox"/>	Persons	<input type="checkbox"/>	Households
--------------------	--------------------------	---------	--------------------------	------------

<b>Total Unduplicated Number Assisted During Reporting Period</b>	
---	--

Race/Ethnicity of Persons Served	Current		Year-to-Date (YTD)	
	Total	Hispanic	Total	Hispanic
11 White				
12 Black/African American				
13 Asian				
14 American Indian/Alaskan Native				
15 Native Hawaiian/Other Pacific Islander				
16 American Indian/Alaskan Native and White				
17 Asian and White				
18 Black/African American and White				
19 Amer. Indian/Alaskan Native & Black/African Amer.				
20 Other Multi-Racial				
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Income Status (% of Median Family Income)	Current Total	YTD Total
Extremely Low (0 - 30% of Median Income)		
Low (31 - 50% of Median Income)		
Moderate (51 - 80% of Median Income)		
Non-Low Moderate (81+% of Median Income)		
<b>Total</b>	<b>0</b>	<b>0</b>

Family Size	Current Total	YTD Total
Small (4 or less)		
Large (5 or more)		

	Current Total	YTD Total
Female Head of Household		
Elderly (62+)		
Disabled		

	Current Total	YTD Total
# of Units Provided		
Service Unit Description (as defined in Application)		

<b>Narrative</b>
------------------

## EXHIBIT "C" INSURANCE REQUIREMENTS

### Indemnification

To the fullest extent permitted by law, Subrecipient, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, 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 negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Subrecipient relating to work or services in the performance of this Contract, 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 Subrecipient's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

### Insurance Representations and Requirements

General: Subrecipient agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Subrecipient, Subrecipient must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance in a company or companies lawfully authorized to do business in the State of Arizona with an AM Best, Inc. rating of B++6 or above with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Subrecipient. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency will not relieve Subrecipient from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

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

Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Subrecipient will be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Subrecipient to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors: If any work under this agreement is subcontracted in any way, Subrecipient will execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Subrecipient. Subrecipient will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance: Prior to commencing any work or services under this Contract, Subrecipient will furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide

the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but such 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 Contract, it will be Subrecipient's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying coverage as required
2. Subrecipient's insurance will be primary insurance as respects performance of subject contract.
3. All policies, except for 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 Subrecipient under this Contract.
4. If the Subrecipient receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Subrecipient's responsibility to provide prompt notice of the same to the City, unless such coverage is immediately replaced with similar policies.

**Required Coverage**

Commercial General Liability: Subrecipient must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Subrecipients whose services include working with, and/or caring for children and/or vulnerable adults, should 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 paragraph, such Excess insurance will be "follow form" equal or broader in coverage scope than underlying insurance.

Professional Liability: If the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Contract, Subrecipient must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Subrecipient, or anyone employed by Subrecipient, or anyone for whose acts, mistakes, errors and omissions Subrecipient is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims.

Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Agreement, the Subrecipient must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Subrecipient's owned, hired, and non-owned vehicles assigned to or used in the performance of the Subrecipient's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance will be "follow form" equal or broader in coverage scope than underlying insurance.

Workers Compensation Insurance: Subrecipient must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of work or services under this Contract 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.

SAMPLE ACORD CERTIFICATE OF LIABILITY INSURANCE (Contract Exhibit C)

<b>ACORD<sub>m</sub></b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	<b>DATE (MM/DD/YY)</b>																						
<p><b>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.</b></p>																								
<p><b>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).</b></p>																								
<p><b>PRODUCER</b></p> <hr/> <p><b>INSURED</b>  <b>THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td colspan="2"><b>CONTACT NAME:</b></td></tr> <tr> <td style="width:70%;"><b>PHONE (A/C. No. Ext):</b></td> <td><b>Fax (A/C. No):</b></td> </tr> <tr><td colspan="2"><b>E-MAIL ADDRESS:</b></td></tr> <tr><td colspan="2"><b>PRODUCER CUSTOMER ID#:</b></td></tr> <tr> <td style="text-align:center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align:center;"><b>NAIC #</b></td> </tr> <tr><td colspan="2"><b>INSURER A:</b></td></tr> <tr><td colspan="2"><b>INSURER B:</b></td></tr> <tr><td colspan="2"><b>INSURER C:</b></td></tr> <tr><td colspan="2"><b>INSURER D:</b></td></tr> <tr><td colspan="2"><b>INSURER E:</b></td></tr> <tr><td colspan="2"><b>INSURER F:</b></td></tr> </table>		<b>CONTACT NAME:</b>		<b>PHONE (A/C. No. Ext):</b>	<b>Fax (A/C. No):</b>	<b>E-MAIL ADDRESS:</b>		<b>PRODUCER CUSTOMER ID#:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b>		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b>																								
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<b>INSURER D:</b>																								
<b>INSURER E:</b>																								
<b>INSURER F:</b>																								

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

<p><b>Description of Operations/Locations/Vehicles(Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b>                  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 #2023-xxx-COS</p>	
<p><b>CERTIFICATE HOLDER</b>  <b>City of Scottsdale</b>                  Attn: Paiute Neighborhood Center                  Community Assistance Office                  6535 E Osborn Rd., Bldg. 8                  Scottsdale, AZ 85251</p>	<p><b>CANCELLATION</b>                  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.    <b>AUTHORIZED REPRESENTATIVE</b></p>

## **EXHIBIT “D” CERTIFICATIONS**

### **CERTIFICATIONS BY THE CITY:**

1. The services described in Exhibit A will principally benefit low- and moderate-income persons within the community.
2. The primary benefit of the financial participation of the City is for low- and moderate-income persons as stated in the above referenced Project.
3. The Community Development Block Grant funds designated for the Project constitute reasonable and prudent assistance necessary for the completion of the Project.

### **CERTIFICATIONS BY THE SUBRECIPIENT:**

1. It is a non-profit corporation.
2. The Subrecipient shall be responsible for assuring that all of its employees and agents who are engaged in the activities or providing the services which are the subject matter of this Agreement are qualified to do so and possess all such current licenses, permits or permissions as may be required to engage in such activities or perform such services. The Subrecipient shall also screen employees and agents to determine whether they are suited to participate in the activities or provide the services and that their participation will be appropriate. Additionally, the Subrecipient shall actively supervise its employees and agents in furtherance of the goals and objectives of the Agreement.
3. It intends to provide the service for which funds are granted under this Agreement for one year.
4. Its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
5. The Project will be carried out and services administered in compliance with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352;42 U.S.C. 2000d (Seq.)) and Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284;42 U.S.C. 3601 (Seq.)).
6. The Project assisted under this Agreement is designed to give maximum feasible priority to activities which benefit low- and moderate-income families.
7. It will comply with other applicable laws.

**CERTIFICATION**

**Policy of Nondiscrimination on the Basis of Disability**

The undersigned representative agrees, on behalf of \_\_\_\_\_, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy shall state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Minority and Women’s Business Enterprise Policy**

**Region IX -- San Francisco**

Pursuant to our responsibilities under Executive order 11625, 12432 and 12138 and in support of directives from the Secretary of the U.S. Department of Housing and Urban Development, Region IX has developed an affirmative action policy to further full participation of minority, women-owned, and disadvantaged business enterprise (MBE/WBE/DBE) in all federally funded programs.

Community Development Block Grant  
Rental Rehabilitation  
Section 312  
Urban Development Action Grant  
Home Investments Partnerships Program

Such affirmative action and participation is specifically required under OMB Circular A-102, Attachment 0 referenced in the applicable regulations for the above programs.

All grantees of HUD funds should take affirmative steps to assure that small and minority businesses and women’s business enterprises are utilized when possible as sources of supplies, equipment, construction and services, affirmative steps shall include the following:

- (1) Including qualified small and minority businesses on solicitation lists, e.g., solicitation of bidding for public works, professional service or rehabilitation contracts.
- (2) Assuring that small and minority businesses are solicited whenever they are potential sources, particularly for purchase of supplies and materials.
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
- (5) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1 through 4 above.
- (6) Grantees shall take similar appropriate affirmative action in support of women’s and disadvantaged business enterprises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF SCOTTSDALE  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT CERTIFICATIONS  
AND  
APPENDIX TO CDBG CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended (the Act), and with 24 C.F.R. § 570.303 of the CDBG regulations, the Subrecipient certifies that:

1. It possesses legal authority to make a grant submission and to execute a community development and housing program;
2. During the submission of its final statement/proposal to the City, the Subrecipient has:
  - (a) Met the citizen participation requirements;
  - (b) Prepared its final statement/proposal and projected use of funds and made the final statement available to the public;
3. It provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance; which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It provides for a timely written answer to written complaints and grievances, within 15 working days where practicable;
5. It identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
6. CDBG funds will be conducted and administered in compliance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d *et seq.*) and the Fair Housing Act (42 U.S.C. § 3601-20) and that:
  - (a) It will affirmatively further fair housing;
  - (b) It has developed its final statement/proposal of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families; and
  - (c) It has developed or is following a City community development plan, for the period specified in its proposal, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act;
7. It is in compliance with the City's current comprehensive housing affordability strategy (CHAS) which has been approved by HUD and that any housing activities will be consistent with the CHAS;
8. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under § 570.606(b) and federal implementing regulations; and it is following a residential anti-

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displacement and relocation assistance plan as required under section 104(d) of the Act and in § 570.606(c); and it will comply with the relocation requirements of § 570.606(d) governing optional relocation assistance under the Act § 105(a)(11);

9. It has adopted and is enforcing:
  - (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - (b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such no-violent civil rights demonstrations within its jurisdiction;
10. To the best of its knowledge and belief:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement;
  - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - (c) It will require that language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
11. It will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
12. It will or will continue to establish an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
13. It will require that each employee to be engaged in the performance of the Project be given a copy of the statement required by item 11;

- (a) Notifying the employee in the statement required by paragraph 11 that, as a condition of employment under the grant, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
- 14. It will notify the City in writing, within ten calendar days after receiving notice under paragraph 13 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 15. Within 30 calendar days of receiving notice under paragraph 13, with respect to any employee who is convicted, the Subrecipient will:
  - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- 16. It will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 11 through 15; and
- 17. It will comply with the other provisions of the Act and with other applicable laws.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification - Paragraph 10

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

#### B. Drug-Free Workplace Certification - Paragraph 11

By signing and/or submitting this contract, application or grant agreement, the grantee is providing the certification set out in paragraph 11.

The certification set out in paragraph 11 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees attention is called in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and is further defined by regulation 21 C.F.R. 1308.11 through 1308.15;

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

"Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**EXHIBIT "E"**

**FEDERAL LAWS AND REGULATIONS**

**A. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

- (a) The Subrecipient shall comply with 2 C.F.R. part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", except that:
- (1) Section 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with 24 C.F.R. § 570.513.
  - (2) Section 200.306 "Cost sharing or matching" does not apply.
  - (3) Section 200.307 "Program income" does not apply, Program income is governed by 24 C.F.R. § 570.504.
  - (4) Section 200.308 "Revisions of budget and program plans" does not apply.
  - (5) Section 200.311 "Real property" does not apply, except as provided in § 570.200(j). Real property is governed by 24 C.F.R. § 570.505.
  - (6) Section 200.313 "Equipment" applies, except that when the equipment is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the City.
  - (7) Section 200.333 "Retention requirements for records" applies except that:
    - a. The retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the Subrecipient agreement under 24 C.F.R. § 470.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 C.F.R. § 91.520, in which the specific activity is reported on for the final time;
    - b. Records for individual activities subject to the reversion of assets provisions at 24 C.F.R. § 570.503(b)(7) or change of use provisions at 24 C.F.R. § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and
    - c. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.
  - (8) Section 200.343 "Closeout" applies to closeout of Subrecipients.

**B. EQUAL OPPORTUNITY**

The Subrecipient agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 C.F.R. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of,

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or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance by way of grant, loan, or contract and will immediately take away any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430) and will administer all programs and activities relating to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.
3. Section 109 of the Housing and Community Development Act of 1974, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 C.F.R. § 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 C.F.R. Part 146) and the prohibition against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (24 C.F.R. Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the federal government or provided with federal financial assistance.
5. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally-assisted construction contractors.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 C.F.R. Part 135) as follows:
  - a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Project.
  - b. The Parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause to every subcontract for work in connection with the Project and will, at the direction of the applicant or Community of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the Project.

C. HATCH ACT

The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

D. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to comply with 24 C.F.R. § 570.603, Labor Standards, of the Regulations published by HUD for CDBGs, the Davis-Bacon Act, as amended, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq) and the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq).

E. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 C.F.R. § 58.5 insofar as the provisions of such Act apply to activities set forth in the Scope of Work.

F. COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).



G. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to and Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*; the Federal Water Pollution Control Act., as amended, 33 U.S.C. 1251 *et seq.*; 33 U.S.C.1318 relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder, and the regulations of the Environmental Protection Agency pursuant to 40 C.F.R. Part 50, as amended from time to time.

H. HISTORIC PRESERVATION

This Agreement is subject to and Subrecipient agrees to comply with the requirements of the National Historic Preservation Act of 1966 (P.L. 89-665), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 C.F.R. Part 800. The Subrecipient must take into account the effect of a Project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 36 C.F.R. Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

I. ARCHITECTURAL BARRIERS

This Agreement is subject to and Subrecipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. § 4151 *et seq.*) and its regulations.

J. LEAD-BASED PAINT

This Agreement is subject to and Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851 *et seq.*), and the Lead-Based Paint Regulations (24 C.F.R. Part 35 and 24 C.F.R. § 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

K. LOBBYING

Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending federal, state, or local governments.

L. ACQUISITION/RELOCATION

This Agreement is subject to, and Subrecipient agrees to comply with and hereby certifies that it will comply with, the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. Part 511.14, which govern the acquisition of real property for the Project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the Project and 24 C.F.R. § 570.606.

M. SECTION 504

This Agreement is subject to and the Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally-assisted program.

N. FEDERAL FIRE PREVENTION AND CONTROL ACT OF 1992

The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the CDBG Program.

To comply with this requirement and locally adopted codes Subrecipient shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

O. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act requires that all recipients of federal funds will adopt policies and procedures to ensure non-discrimination and equal access to federally funded projects and activities, including persons with Limited English Proficiency (LEP).

To comply with this requirement, Subrecipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons. These efforts include: 1) conducting a four-factor analysis; 2) developing a Language Access Plan (LAP); and 3) providing appropriate language assistance.

P. AMERICANS WITH DISABILITIES ACT

This Agreement is subject to and Subrecipient agrees to comply with the Americans with Disabilities Act of 1990, as amended.

Q. ELIGIBILITY RESTRICTIONS

This Agreement is subject to and Subrecipient agrees to comply with requirements of 24 C.F.R. § 570.613 pertaining to eligibility restrictions for certain resident aliens.

R. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

This Agreement is subject to and Subrecipient agrees to comply with requirements of 24 C.F.R. § 570.609 pertaining to debarred, suspended or ineligible contractors or subrecipients.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT “F”  
SUBRECIPIENT’S DESIGNATED CONTRACT REPRESENTATIVES**

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

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

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Name Title

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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, for each section, and is responsible for insurance information.

**CITY OF SCOTTSDALE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, 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.
  4. Submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work and program budget.
- 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, as if fully set forth herein. City shall utilize funds from [FUNDING SOURCE] when making payments under this Agreement.

Payment shall be made on a reimbursement basis only and in such amounts and increments as may be approved by the City following submission by Agency of a proper request for payment, including applicable, accurate, and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work and program budget. Payment request and performance reporting are required to be submitted quarterly, on the dates shown below, under this Agreement. Documents and forms to be used for billing are attached in Exhibit B.

The Agency shall bill according to the following schedule, using the invoice template shown in Exhibit B: [DATE], [DATE], [DATE] and [DATE]. [Note: do not use holiday or weekend dates]

## 2.3 PAYMENT APPROVAL

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

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for July 1<sup>st</sup> – October 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for October 16<sup>th</sup> – January 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for January 16<sup>th</sup> – April 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for April 16<sup>th</sup> – June 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

## 3.0 TERM, EXTENSION, TERMINATION

### 3.1 TERM AND EXTENSION

The term of this agreement shall be from July 1, 202[ ] through June 30, 202[ ].

### 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 of 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.

#### 4.10 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: 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 with 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. This Agreement does not, is not intended to, and shall not be interpreted to contravene the employment rights of religious organizations as recognized in federal, state, and local laws including but not limited to: Section 702(a) of Title VII, 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488, 42 U.S.C. § 2000bb et seq.; Section 204(c) of Executive Order 11246, as amended; A.R.S. § 41-1493 et seq.; A.R.S. § 41-1462; and Scottsdale Revised Code § 15-17(D).

#### 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](http://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 UYGHURS FORCED LABOR PROHIBITION

By executing this Agreement, Agency certifies that it does not currently and will not for the duration of this Agreement support the forced labor of ethnic Uyghurs in the People's Republic of China as proscribed by A.R.S. § 35-394. Pursuant to that statute, Agency

agrees that if it becomes aware that it is not in compliance with this certification during the term of this Agreement, it shall comply with the notice and remedy provisions of A.R.S. § 35-394 or this Agreement may terminate.

11.0 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**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
TAX ID #: \_\_\_\_\_

DATE: \_\_\_\_\_

**City of Scottsdale**

CITY OF SCOTTSDALE,  
an Arizona Municipal Corporation

DATE: \_\_\_\_\_

\_\_\_\_\_  
William B. Murphy  
Assistant City Manager

ATTEST:

\_\_\_\_\_  
Ben Lane  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Karen Tyler, Senior Assistant City Attorney

REVIEWED BY:

DATE: \_\_\_\_\_

\_\_\_\_\_  
George Woods, Jr.  
Risk Management Director

DATE: \_\_\_\_\_

\_\_\_\_\_  
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
<b>Total</b>		**

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

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

**\*\*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
<i>Example: Assistance with disability claims.</i>	<i>Example: Clients have increased financial self-sufficiency.</i>	<i>Example: By June 31, 2024, 15 clients have started to receive appropriate benefits.</i>	<i>Example: File is considered complete upon receipt of award letter.</i>

**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: 7/01/23- 6/30/24

Agency Name:  
 Program Name:

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

**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 #2023-XXX-COS

**BRIEF DESCRIPTION OF SERVICES PROVIDED:**

**Amount Requested:** \$ \_\_\_\_\_ for (XX%) of the Funds allocation for FY2023-2024.

**Remit Payment To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Authorizing Agency Signature and Title**

General/Scottsdale Cares/Endowment/SRPMIC  
(Professional Services Agreement up to & including \$50,000)

Funds FY 2023-2024  
Report

Check one of the following invoice/reporting periods:

- July 1, 2023 through October 15, 2023
- October 16, 2023 through January 15, 2024
- January 16, 2023 through April 15, 2024
- April 16, 2024 through June 15, 2024

Agency Name \_\_\_\_\_ Program Name \_\_\_\_\_

**1. Itemize Fund expenditures.** Please attach general ledger summary.

<i>Funds Grant Expenditure</i>	<b>Amount</b>
<b>Total</b>	

**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: \_\_\_\_\_

General/Scottsdale Cares/Endowment/SRPMIC  
(Professional Services Agreement up to & including \$50,000)

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	SCOTTSDALE	MESA	TEMPE	CHANDLER	GILBERT	PHX	OTHER

**SAMPLE ACORD CERTIFICATE OF INSURANCE (Contract Exhibit "C")**

<b>ACORD<sub>tm</sub></b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	<b>DATE (MM/DD/YY)</b>
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**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).**

<b>PRODUCER</b>            <b>INSURED</b> <b>THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2"><b>CONTACT NAME:</b></td></tr> <tr> <td><b>PHONE (A/C. No. Ext):</b></td> <td><b>Fax (A/C. No):</b></td> </tr> <tr><td colspan="2"><b>E-MAIL ADDRESS:</b></td></tr> <tr><td colspan="2"><b>PRODUCER CUSTOMER ID#:</b></td></tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr><td><b>INSURER A:</b></td><td></td></tr> <tr><td><b>INSURER B:</b></td><td></td></tr> <tr><td><b>INSURER C:</b></td><td></td></tr> <tr><td><b>INSURER D:</b></td><td></td></tr> <tr><td><b>INSURER E:</b></td><td></td></tr> <tr><td><b>INSURER F:</b></td><td></td></tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C. No. Ext):</b>	<b>Fax (A/C. No):</b>	<b>E-MAIL ADDRESS:</b>		<b>PRODUCER CUSTOMER ID#:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b>		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b>																							
<b>PHONE (A/C. No. Ext):</b>	<b>Fax (A/C. No):</b>																						
<b>E-MAIL ADDRESS:</b>																							
<b>PRODUCER CUSTOMER ID#:</b>																							
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>																						
<b>INSURER A:</b>																							
<b>INSURER B:</b>																							
<b>INSURER C:</b>																							
<b>INSURER D:</b>																							
<b>INSURER E:</b>																							
<b>INSURER F:</b>																							

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MEDICAL EXP (Any One Person) \$ PERSONAL & ADV INSURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  Umbrella Liab <input type="checkbox"/> OCC Excess Liab <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per Accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW:	<b>N/A</b>	<input type="checkbox"/>				WC STATU-TORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE . POLICY LIMIT \$ EL DISEASE . EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				

**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 #2023

<b>CERTIFICATE HOLDER</b> <b>City of Scottsdale</b> Attn: Paiute Neighborhood Center Community Assistance Office 6535 E Osborn Rd., Bldg. 8 Scottsdale, AZ 85251	<b>CANCELLATION</b> 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
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**CITY OF SCOTTSDALE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, 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 2-201 provides that the City Council shall award all contracts for personal services and construction exceeding the formal procurement limit, which at this time s \$50,000.
3. 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.

4. Submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work and program budget.

- 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, as if fully set forth herein. City shall utilize funds from [FUNDING SOURCE] when making payments under this Agreement.

Payment shall be made on a reimbursement basis only and in such amounts and increments as may be approved by the City following submission by Agency of a proper request for payment, including applicable, accurate, and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work and program budget. Payment request and performance reporting are required to be submitted quarterly, on the dates shown below, under this Agreement. Documents and forms to be used for billing are attached in Exhibit B.

The Agency shall bill according to the following schedule, using the invoice template shown in Exhibit B: [DATE], [DATE], [DATE] and [DATE]. [Note: do not use holiday or weekend dates]

### 2.3 PAYMENT APPROVAL

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

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for July 1<sup>st</sup> – October 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for October 16<sup>th</sup> – January 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for January 16<sup>th</sup> – April 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

The [DATE] payment will be made subject to receipt by the Contract Administrator of: (1) a report for April 16<sup>th</sup> – June 15<sup>th</sup> showing satisfactory progress toward meeting units of service, detailed in Exhibit A-Scope of Work; (2) submission of accurate and complete supporting documentation that substantiates the payment request and that is in accordance with the Scope of Work, program budget and Exhibit B and (3) documentary evidence that the insurance required by this Agreement is and will be in effect through June 30, [YEAR].

### 3.0 TERM, EXTENSION, TERMINATION

#### 3.1 TERM AND EXTENSION

The term of this agreement shall be from July 1, 202[ ] through June 30, 202[ ].

#### 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.

#### 4.10 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: 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 with 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. This Agreement does not, is not intended to, and shall not be interpreted to contravene the employment rights of religious organizations as recognized in federal, state and local law including but not limited to: Section 702(a) of Title VII, 42 U.S.C. §2000e-1(a); 42 U.S.C. §12113(d)(1) and (d)(2); the First Amendment of the U.S. Constitution; the Religious Freedom Restoration Act of 1993, 107 Stat. 1488; 42 U.S.C. §2000bb *et seq.*; Section 204(c) of Executive Order 11246, as amended; A.R.S. §41-1493 *et seq.*; A.R.S. §41-1462; and Scottsdale Revised Code §15-17(D).

#### 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](http://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 UYGHURS FORCED LABOR PROHIBITION

By executing this Agreement, Agency certifies that it does not currently and will not for the duration of this Agreement, support the forced labor of ethnic Uyghurs in the People's Republic of China as proscribed by A.R.S. §35-394. Pursuant to that statute, Agency agrees that if it becomes aware that it is not in compliance with this certification during the term of this Agreement, it shall comply with the notice and remedy provisions of A.R.S. §35-394 or this Agreement may terminate.

11.0 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**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
TAX ID #: \_\_\_\_\_

DATE: \_\_\_\_\_

**City of Scottsdale**

CITY OF SCOTTSDALE,  
an Arizona Municipal Corporation

\_\_\_\_\_  
David D. Ortega, Mayor

ATTEST:

\_\_\_\_\_  
Ben Lane  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Karen Tyler, Senior Assistant City Attorney

DATE: \_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
George Woods, Jr.  
Risk Management Director

DATE: \_\_\_\_\_

\_\_\_\_\_  
William B. Murphy, Assistant City Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
Community Assistance Manager  
Contract Administrator

DATE: \_\_\_\_\_

## **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
<b>Total</b>		**

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

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

**\*\*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
<i>Example:</i> Assistance with disability claims.	<i>Example:</i> Clients have increased financial self-sufficiency.	<i>Example:</i> By June 31, 2024, 15 clients have started to receive appropriate benefits.	<i>Example:</i> 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: 7/01/23- 6/30/24

Agency Name:  
 Program Name:

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



**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 #2023-XXX-COS

**BRIEF DESCRIPTION OF SERVICES PROVIDED:**

**Amount Requested: \$ \_\_\_\_\_ for (XX%) of the Funds allocation for FY2023-2024.**

**Remit Payment To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Authorizing Agency Signature and Title**

Funds FY 2023-2024  
 Report

Check one of the following invoice/reporting periods:

- July 1, 2023 through October 15, 2023
- October 16, 2023 through January 15, 2024
- January 16, 2023 through April 15, 2024
- April 16, 2024 through June 15, 2024

Agency Name \_\_\_\_\_ Program Name \_\_\_\_\_

**1. Itemize Fund expenditures.** Please attach general ledger summary.

<i>Funds Grant Expenditure</i>	<b>Amount</b>
<b>Total</b>	

**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	SCOTTSDALE	MESA	TEMPE	CHANDLER	GILBERT	PHX	OTHER



