

# CITY COUNCIL REPORT



Meeting Date: June 16, 2015  
 General Plan Element: **Public Services & Facilities**  
 General Plan Goal: **Provide services to improve neighborhoods and the lives of Scottsdale residents**

## ACTION

Adopt Resolution No. 10169, approving the recommendations of the Human Services Advisory Commission and allocating \$193,000 of FY 2015/2016 General Funds for human services programs; authorizing the Mayor to execute contracts, effective July 1, 2015, with agencies for services exceeding the current formal bid limit of \$25,000; and authorizing the Community Services Director or his designee to execute contracts for services below the formal bid limit.

### Related Resolution Numbers

Resolution No. 9790 passed and adopted on June 17, 2014, approved the allocation of Human Services General Fund projects for FY 2014/2015.

## BACKGROUND

The City of Scottsdale funds non-profit agencies to conduct human services programs in Scottsdale and regionally for Scottsdale residents. The City budgets for these services in the General Fund and awards funding on an annual basis. General Funds are available in the following categories: brokerage services (agencies providing services in City of Scottsdale Human Services' facilities), domestic violence shelter services, legal services, regional homeless shelter services, and services for seniors. Funds awarded to non-profit agencies through General Funds are leveraged with other resources the agencies have to provide social services to Scottsdale residents.

The FY 2015/2016 funding process to allocate General funds for public services began on September 5, 2014, with an advertisement in the Arizona Republic for "Notice of Request for Proposal and Funding Availability Public Hearing." In addition, request for proposal letters were mailed out to over 400 agencies. An informal orientation for prospective applicants was held on October 1, 2014, in the Civic Center Library Auditorium. Interested agencies submitted their applications to the Community Assistance Office on or prior to November 14, 2014.

On February 12, 2015, ten agencies presented their programs to the Human Services Advisory Commission in a public meeting. A list of eight agencies recommended for funding, a description of the services they provide, and the proposed amount of funding is shown in Attachment 1 to this

Report. Two agencies were provided funding through Salt River Pima Maricopa Indian Community grants.

S.R.C. section 2-201 provides that the City Council will award contracts for professional services, such as the ones in the contracts described here, which exceed the current formal procurement limit of \$25,000. S.R.C. section 2-180 authorizes the Purchasing Director (“Director”) to procure materials, services and construction required by City departments and agencies except as otherwise provided in the Procurement Code. Procurement Procedures P2-180(b)(2) and P2-180(c) provide that the Director has delegated to the Community Services General Manager, now the Community Services Director, or designee, the procurement of customary and routine human service activities which include, but are not limited to, housing, regional homeless shelters, domestic violence shelter services, senior services, human service activities provided with City facilities, and legal services provided for low/moderate income families, unless excepted by Federal, State, or County law.

## **ANALYSIS & ASSESSMENT**

---

### **Recent Staff Action**

Staff is currently administering and monitoring the contracts awarded to agencies for FY 2014/2015, pursuant to Resolution No. 9790 which was passed and adopted by the City Council on June 17, 2014.

### **Policy Implications**

N/A

### **Significant Issues to be Addressed**

City General Funds in the amount of \$193,000 will be leveraged with other resources received by non-profit agencies and used to provide domestic violence shelter services, legal services for low-income residents, regional homeless shelter services, and services for seniors.

### **Community Involvement**

The Human Services Advisory Commission hosted a public meeting on February 12, 2015, hearing presentations from ten non-profit agencies that applied for General Funds, asking questions about the services the agencies will provide, and evaluating the proposals. On March 26, 2015, the Human Services Advisory Commission made their formal funding recommendations for Council’s consideration. The Human Services Advisory Commission’s final recommendations, when approved by Council, will result in eight agencies providing services to an estimated 788 individuals.

## **RESOURCE IMPACTS**

---

### **Available funding**

This action will allocate \$193,000 for Human Services General Fund projects as recommended by the Human Services Advisory Commission. These amounts were anticipated and included in the proposed FY 2015/2016 budget.

13422150v1

**Staffing, Workload Impact**

No additional staff is requested in this action.

**Maintenance Requirements**

No additional maintenance required.

**Future Budget Implications**

There are no ongoing funding requirements for the FY 2015/2016 charitable programs. An amount will be included in future budgets in anticipation of continuation of the City's charitable programs.

**Cost Recovery Options**

N/A

**OPTIONS & STAFF RECOMMENDATION**

---

**Recommended Approach**

Adopt Resolution No. 10169, approving the recommendations of the Human Services Advisory Commission and allocating \$193,000 of FY 2015/2016 General Funds for human services programs; authorizing the Mayor to execute contracts, effective July 1, 2015, with agencies for services exceeding the current formal bid limit of \$25,000; and authorizing the Community Services Director or his designee to execute contracts for services below the formal bid limit.

**Description of Option B**

Do not adopt Resolution No. 10169. Not adopting the funding recommendations of the Human Services Advisory Commission will result in the unavailability of \$193,000 for FY 2015/2016 to provide support to agencies to deliver human services programs.

**Proposed Next Steps**

Upon adoption of Resolution No. 10169, staff will negotiate contracts with the agencies that have been awarded funds and finalize them for execution by the Mayor, Community Services Director or designee as applicable. Contracts for services will begin July 1, 2015.

**RESPONSIBLE DEPARTMENT(S)**

---

Community Services Division, Human Services, Community Assistance Office

**STAFF CONTACTS (S)**

---

Michelle Albanese, Community Assistance Manager, (480) 312-2309, malbanese@scottsdaleaz.gov

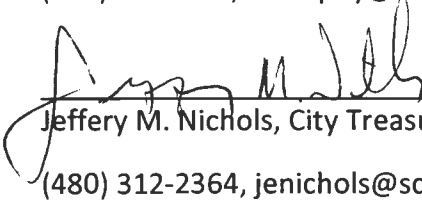
**APPROVED BY**

---

  
\_\_\_\_\_  
William B. Murphy, Community Services Director

(480)312-7954, bmurphy@scottsdaleaz.gov

6/1/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeffery M. Nichols, City Treasurer  
(480) 312-2364, jenichols@scottsdaleaz.gov

6/1/15  
\_\_\_\_\_  
Date

**ATTACHMENTS**

---

1. Resolution Number 10169 (including Exhibits A and B)

RESOLUTION NO. 10169

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE RECOMMENDATIONS OF THE HUMAN SERVICES ADVISORY COMMISSION AND ALLOCATING FUNDING FROM THE GENERAL FUND FOR FISCAL YEAR 2015/2016 HUMAN SERVICES PROGRAMS AND AUTHORIZING EXECUTION OF CONTRACTS.

WHEREAS, the City has included \$193,000 in the General Fund FY 2015/2016 budget for human services programs and activities; and

WHEREAS, the Human Services Advisory Commission has conducted a public process to solicit proposals and has heard presentations by ten agencies seeking General Funds for human services programs and activities for Scottsdale residents; and

WHEREAS, based upon the proposals and presentations, the Human Services Advisory Commission has recommended that General Funds allocations be made to the agencies and in the amounts shown on Exhibit A to this Resolution; and

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

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

Section 1. The City Council hereby approves allocating funding from the General Fund to the non-profit agencies listed in and in the amounts shown in Exhibit A to this Resolution, which is incorporated herein by this reference, for programs and services provided during FY 2015/2016. Such allocations are subject to each agency's successful performance of its obligations under the contracts executed with the City. The City Council further approves the City entering into contracts with the identified non-profit agencies, to be effective July 1, 2015, subject to final negotiation of scopes of work.

Section 2. The Mayor is hereby authorized and directed to execute, on behalf of the City, contracts with the agencies for services and programs that exceed the current formal bid limit of \$25,000. These contracts shall substantially conform to the form attached as Exhibit B to this resolution, which is incorporated by this reference.

Section 3. The Community Services Director or his designee is hereby authorized to execute, on behalf of the City, contracts with the agencies for programs and services that do not exceed the formal bid limit.

Resolution No. 10169  
June 16, 2015

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona,  
this 16<sup>th</sup> day of June, 2015.


CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

\_\_\_\_\_  
W.J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:

  
Bruce Washburn, City Attorney  
By: Janis Bladine, Assistant City Attorney

**PROJECT DETAILS  
GENERAL FUNDS  
RECOMMENDED FOR FY 2015/2016 FUNDING**

**GENERAL FUNDS - \$193,000**

**Catholic Charities Community Services, Inc. – My Sister’s Place - \$30,000**

At My Sister’s Place domestic violence shelter, approximately 16 individuals will receive a total of 708 bed nights and support services.

**Chrysalis Shelter for Victims of Domestic Violence, Inc. – Transitional Housing - \$9,000**

100% of utility costs to house approximately 25 individuals who are victims of domestic violence will be paid through the Transitional Housing Program. These individuals will be provided transitional housing and supportive services at a confidential location in Scottsdale.

**Community Legal Services, Inc. – Strategic Legal Advocacy for Low-Income Scottsdale Residents - \$18,000**

Through the Strategic Legal Advocacy Program approximately 84 Scottsdale residents will be provided a total of 413 hours of legal advice to resolve civil legal issues.

**Duet: Partners in Health & Aging - Promoting Aging in Place in Scottsdale through Transportation and In-Home Services - \$21,000**

Through the Promoting Aging in Place Program approximately 175 homebound elderly or persons with disabilities will receive volunteer services including transportation to medical appointments, grocery shopping, home visits, computer assistance, respite, and minor home repairs.

**Family Promise Greater Phoenix – Family Promise Emergency Shelter Program - \$30,000**

Through the Emergency Shelter Program approximately 350 homeless families will be provided a total of 14,000 bed nights and 120 individuals will receive case management and counseling services for a total of 1,680 hours. Funding will support transportation costs to/from host congregations and activities.

**Jewish Family & Children’s Service (JFCS) – JFCS Older Adults In-Home Program - \$25,000**

Through the Older Adults In-Home Program approximately 75 elderly and disabled residents will be provided a total of 832 hours of in-home assessment, case management, counseling advocacy, and referral to appropriate resources throughout Maricopa County.

**Sojourner Center – Crisis Shelter and Supportive Services - \$30,000**

Through the Emergency Shelter and Crisis Intervention Program approximately 55 victims of domestic violence will be provided a total of 3,025 bed nights and will receive a total of 16,500 hours of case management.

**Tumbleweed Center for Youth Development – Tumbleweed Transitional Housing Scottsdale Initiative (START) - \$30,000**

Through START approximately 8 homeless youth will be provided transitional housing and will receive a total of 345 hours of case management, including participation in life skills workshops and development of self-sufficiency plans.

**CITY OF SCOTTSDALE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement"), made and entered into this 1<sup>st</sup> day of July, 2015, 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 construction and professional services exceeding the formal procurement limit, which at this time is approximately \$25,000.
3. The Agency is qualified to provide services the City is seeking, the cost of which exceeds the formal procurement limit, 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, designated in subsection 4.6, below, 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 and a final report by June 15 (collectively "Reports") similar to the example template found in Budget & Billing Information, attached as Exhibit B, which is incorporated in this Agreement by this reference. The criteria used in evaluating the Agency's performance of this Agreement shall include, but not be limited to:

1. Progress towards meeting units of service, detailed in Exhibit A -Scope of Work.

13426731v1 General Fund for amounts over \$25,000 (2015)



- 2. Number of unduplicated individuals served.
- 3. Demographic information, if available, by race, income, marital status, age, sex and zip code.

- B. The City may, at its discretion, require the Agency to include other items of specific information to be contained in the Reports.
- C. Each report shall be reviewed and approved by the Contract Administrator or designee to determine acceptable completion.
- D. The City will provide Exhibits B and C of this Agreement in electronic form to the Agency for use in completing the tasks specified in Section 1.1, above.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

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

2.2 FEE SCHEDULE

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

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

September 15, 2015 \$ \_\_\_\_\_ (50% of contract)

January 15, 2016 \$ \_\_\_\_\_ (25% of contract)

April 15, 2016 \$ \_\_\_\_\_ (25% of contract)

2.3 PAYMENT APPROVAL

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

The invoice for the payment scheduled for September 15, 2015 (50% of contract) will be paid subject to receipt by the Contract Administrator of: (1) a report for July – September showing satisfactory progress towards meeting units of service, detailed in Exhibit A-Scope of Work, and (2) documentary evidence that the insurance required by Section 5.1.7 of this Agreement is and will be in effect through January 15, 2016.

The invoice for the payment scheduled for January 15, 2016 (25 % of contract) will be

Agreement 2015-XXX-COS

paid subject to receipt by the Contract Administrator of: (1) a report for September--January showing satisfactory progress towards meeting units of service, detailed in Exhibit A -Scope of Work, and (2) documentary evidence that the insurance required by Section 5.1.7 of this Agreement is and will be in effect through April 15, 2016.

The invoice for the payment scheduled for April 15, 2016 (25% of contract) will be paid subject to receipt by the Contract Administrator of: (1) a report for January – April showing satisfactory progress towards meeting units of service, detailed in Exhibit A - Scope of Work, and (2) documentary evidence that the insurance required by Section 5.1.7 of this Agreement is and will be in effect through June 30, 2016.

3.0 TERM, EXTENSION, TERMINATION

3.1. TERM AND EXTENSION

The term of this agreement shall be from July 1, 2015 through June 30, 2016.

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 shall immediately stop all work, and shall 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 shall receive a fee for the percentage of services actually completed. This fee shall 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 shall determine the percentage of completion of each task detailed in the Scope of Work and the Agency's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Agency has delivered the last of the partially completed items. Agency shall not be paid for any work done upon receipt of the notice of termination, or 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 shall all be causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City shall not be liable to Agency for any amount, and Agency shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

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.

Agreement 2015-XXX-COS

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 shall be converted to a termination for convenience in accordance with the provisions of this Section 3.2.

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 shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

**4.4 ASSIGNMENT**

Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior 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 shall 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 contract requirements. The Agency shall 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 shall 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 shall 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 article by insertion of the requirements hereof 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 shall 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 shall 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 shall be considered to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**4.9 INELIGIBLE BIDDER**

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

**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.

City shall not withhold income tax as a deduction from contractual payments. 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.

**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 Community Assistance Office Paiute Neighborhood Center 6535 E. Osborn Road, Bldg. 8 Scottsdale, Arizona 85251 Attention: Michelle Albanese Community Assistance Manager
----------------------	--

Notices shall 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

Agency shall be solely responsible for any and all tax obligations which may result out of the Agency's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Agency.

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 shall be deemed 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 such 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 shall pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Agency shall 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 shall result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Agency shall 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 1 year from the completion date of this project; or
- D. Cancel this Agreement.

#### 4.19 CHANGES IN THE WORK

13426731v1

Agreement 2015-XXX-COS

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 of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. In addition, the Agency understands and acknowledges the applicability of A.R.S. §34-301 and 34-302.

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 Agency'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 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



Agreement 2015-XXX-COS

indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

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 / 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 submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria of a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your 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 to you for your completion before to issuing any contract.

If you have previously done business with the City and have already filed the above Affidavit with copies of an acceptable documentation please indicate when you filed the affidavit. If your approved Affidavit is already on file with the City, you have complied with this requirement.

If you fail to provide a completed Affidavit and accompanying copy of your acceptable documentation, or if you do not advise the City of your previous filing within 10 calendar days after receiving the City's request you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

4.24 **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.

4.25 **INDEMNIFICATION**

To the fullest extent permitted by law, Agency, its successors, assigns and guarantors, shall 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

13426731v1

Agreement 2015-XXX-COS

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 Agency relating to work or services 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.

4.26 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 shall remain the property of the City and shall 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.

Any use of the project documents for purposes other than intended under this Agreement will be at the sole risk of the City, and the Agency will not be liable for any losses or injuries arising out of that use.

4.27 COMPLETENESS AND ACCURACY

The Agency shall 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 shall 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.

4.28 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.

#### 4.29 EQUAL EMPLOYMENT OPPORTUNITY

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

#### 4.30 THIRD PARTY BENEFICIARY

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

#### 4.31 CONTRACTOR 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 on site at a City of Scottsdale 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;
- 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 of Insurance will result in rejection of your certificate 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

Agreement 2015-XXX-COS

- 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 of Scottsdale. Failure to maintain insurance as specified may result in termination of this Agreement at City of Scottsdale's option.
- 5.1.2 No Representation of Coverage Adequacy: By requiring insurance, City of Scottsdale does not represent that coverage and limits will be adequate to protect Agency. City of Scottsdale 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 shall not relieve Agency from, nor be construed or considered a waiver of, its 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 shall 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 of Scottsdale, 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 shall not be applicable with respect to the policy limits provided to City of Scottsdale. Agency is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, 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 shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting City of Scottsdale 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 shall furnish City of Scottsdale 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 of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance shall 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 and shall be submitted in the form shown in Exhibit C, attached, which is incorporated in this Agreement by this reference:

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 shall be primary insurance as respects performance of subject 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.

## 5.2 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury

13426731v1

Agreement 2015-XXX-COS

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 section, the Excess insurance shall 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 shall 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.

5.2.3 Vehicle Liability: 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 having jurisdiction of Agency's employees engaged in the performance of work or services under this Agreement and shall 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.

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

13426731v1

from the IRS website at www.IRS.gov under their forms section.

8.0 ADDITIONAL COMPLIANCE REQUIREMENTS

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

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

ATTEST:

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Janis L. Bladine  
Assistant City Attorney

REVIEWED BY:

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

\_\_\_\_\_  
Michelle Albanese  
Community Assistance Manager  
Contract Administrator

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

\_\_\_\_\_  
Katherine Callaway  
Risk Management Director

**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 Scottsdale Cares Funds requested for this program:

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

Service	Units of service	# of unduplicated 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</b> (0 – 30% of median income)	
<b>Low Income</b> (31 – 50% of median income)	
<b>Low-Moderate Income</b> (51 – 80% of median income)	
<b>Moderate Income</b> (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.

13426731v1

**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 July 31, 2014, 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)**

- 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

**BUDGET (Contract Exhibit B)**

Agreement 2015-XXX-COS

**9. Scottsdale Cares 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)**

Agreement 2015-XXX-COS

**TOTAL PROGRAM BUDGET SUMMARY**

Funding Year: 7/01/15 – 6/30/16

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 – Scottsdale Cares			C	
<b>TOTAL PROGRAM REVENUES</b>				
Expenditures				
<i>Personnel Services:</i>				
Salaries				
ERE				
<b>Total Personnel Services</b>				
<i>Contracted Services:</i>				
Professional Services				
Telephone				
Utilities				
Rent				
Insurance				
Travel/Mileage				
Other (specify)				
Other (specify)				
Other (specify)				
<b>Total Contracted Services</b>				
<i>Supplies &amp; Miscellaneous:</i>				
Office Supplies				
Building Materials				
Printing/Duplication				
Other (specify)				
Other (specify)				
<b>Total Supplies &amp; Miscellaneous</b>				
<b>TOTAL PROGRAM EXPENSES</b>				

**BUDGET (Contract Exhibit B)**

Agreement 2015-XXX-COS

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

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

**TO:** City of Scottsdale  
Community Assistance Office  
7515 E First Street  
Scottsdale, AZ 85251  
Attn: Michele L. Payakovich

**RE:** Scottsdale Cares Funds Agreement #2015-XXX-COS

**BRIEF DESCRIPTION OF SERVICES PROVIDED:**

**Amount Requested: \$ \_\_\_\_\_ for (XX%) of the Scottsdale Cares Funds allocation for FY2015-2016.**

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

\_\_\_\_\_  
**Authorizing Agency Signature and Title**

**BUDGET (Contract Exhibit B)**

Agreement 2015-XXX-COS

Scottsdale Cares Funds FY –2015-2016  
Report

- Check one of the following:  July 1, 2015 through September 15, 2015  
 September 16, 2015 through January 15, 2016  
 January 16, 2016 through April 15, 2016  
 April 16, 2016 through June 15, 2016

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

**1. Itemize Scottsdale Cares Fund expenditures.**

<i>Scottsdale Cares 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: \_\_\_\_\_

**BUDGET (Contract Exhibit B)**

Agreement 2015-XXX-COS

**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	SCOTT	MES	TEMP	CHANDLER	GILBERT	PHX	OTHER
L	S	A	E		T		R

13426731v1

SAMPLE ACORD CERTIFICATE OF INSURANCE (Contract Exhibit C)

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

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

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

PRODUCER

INSURED

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

CONTACT NAME:	
PHONE (A/C. No. Ext):	Fax (A/C. No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID#:	
INSURER(S) AFFORDING COVERAGE	
NAIC #	
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 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 very (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER

City of Scottsdale

Community Assistance Office

5 E 1<sup>st</sup> Street

Scottsdale, AZ 85251

CANCELLATION

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



**EXHIBIT "D"**  
**AGENCY'S DESIGNATED CONTRACT REPRESENTATIVES**

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

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Direct Phone Number Email Address

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