

CITY COUNCIL REPORT



Meeting Date: November 13, 2023
General Plan Element: ***Community Involvement***
General Plan Goal: ***Foster community partnerships to formulate collaborative solutions***

ACTION

Adopt Resolution No. 12943 authorizing Agreement No. 2023-147-COS with Scottsdale Community Partners to provide programs and services to Scottsdale residents in need.

BACKGROUND

Scottsdale Community Partners is an Arizona non-profit corporation whose mission is "to develop services for the unmet needs of our Scottsdale residents." Incorporated in 1975 and originally named Vista Health Services Auxiliary/Concerned Citizens for Community Health, this organization grew out of a community volunteer effort to promote the establishment and expansion of health and social services programs. Scottsdale Community Partners raises funds to provide emergency food, rent and utility assistance, scholarships for afterschool care, transportation assistance, prescription co-pay assistance, and other support for residents in financial crisis. For 48 years, Scottsdale Community Partners has supported and helped the city of Scottsdale to cultivate and grow a variety of human services programs for the benefit Scottsdale individuals, families, and seniors. This partnership allows City of Scottsdale's staff to help prevent homelessness and meet the basic needs of people residing in Scottsdale.

Additionally, Scottsdale Community Partners is integral to the success of signature human services programs such as the annual Back-to-School Event, Adopt-A-Family and Adopt-A-Senior holiday programs, and the Beat-the-Heat summer program for homebound seniors. SCP is the largest financial contributor to these special programs and the organizer hundreds of hours of volunteer logistical support.

ANALYSIS & ASSESSMENT

The proposed contract continues the decades long collaborative relationship between the city of Scottsdale and Scottsdale Community Partners and provides clarity of the rights and responsibilities of each party.

RESOURCE IMPACTS

The city anticipates no additional expenses as result of approving this agreement. As has been consistent for decades, the city of Scottsdale and staff provide support to Scottsdale Community Partners through record keeping, reports to the Board of Directors, confirming the program eligibility of any person or family requesting assistance, and providing office space.

According to their most recently available audit, in Fiscal Year 20/21, Scottsdale Community Partners provided \$855,264 in direct financial and in-kind support across all city programs. The funding for that support was received by Scottsdale Community Partners through grants and community generated cash or commodities donations.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 12943 authorizing Agreement No. 2023-147-COS with Scottsdale Community Partners to provide programs and services to Scottsdale residents in need.

RESPONSIBLE DEPARTMENT(S)


Human Services Department, Community Services Division

STAFF CONTACTS (S)

Rachel Smetana, Human Services Manager, 480-312-0051, RSmetana@Scottsdaleaz.gov

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

APPROVED BY



Judy Doyle, Community Services Asst. Exec Director
480-312-2691, JDoyle@Scottsdaleaz.gov

10.25.2023

Date



William B. Murphy, Assistant City Manager
480-312-7954, BMurphy@Scottsdaleaz.gov

10/26/2023

Date

ATTACHMENTS

1. Resolution 12943
2. Agreement 2023-147-COS

RESOLUTION NO 12943

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2023-147-COS, WITH SCOTTSDALE COMMUNITY PARTNERS, TO PROVIDE PROGRAMS AND SERVICES TO SCOTTSDALE RESIDENTS IN NEED.

WHEREAS, Scottsdale Community Partners ("SCP") is an Arizona non-profit corporation, originally incorporated in 1975 as Concerned Citizens for Community Health, which has the mission of developing services for the unmet needs of our Scottsdale residents; and

WHEREAS, Scottsdale Community Partners engages in fundraising efforts that assist in providing basic emergency needs, including rent and utility assistance, job preparation, social services, prescriptions, transportation, recreation and education to hundreds of families in need, as well as actively supporting youth and senior programs; and

WHEREAS, The Community Services department of the City of Scottsdale, through its Recreation and Human Services programs and facilities, including but not limited to Vista del Camino and the Paiute Neighborhood Centers, and the Via Linda and Granite Reef Senior Centers, has direct access to those families and individuals in need of the services and assistance that SCP was formed and exists to provide, and

WHEREAS, SCP and the City have collaborated and worked together over the years to provide these services and assistance to those in need in the community and wish to continue to do so; and

WHEREAS, SCP has been providing these services and assistance through Contract No. 2008-174-COS which expires on November 15, 2023, and

WHEREAS; SCP and the City believe that it is in their mutual best interests to update and set forth their respective rights and responsibilities in working together in a written document, providing the terms and conditions of their cooperative efforts to benefit the community.

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

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City of Scottsdale, Contract No. 2023-147-COS, between Scottsdale Community Partners and the City, to work cooperatively in support of human services programs, social services and other activities supporting youth, families and seniors.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County,
Arizona this ____ day of _____, 2023.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY


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

AGREEMENT

This agreement ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and Scottsdale Community Partners, an Arizona non-profit corporation ("SCP"). The City and SCP each will be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

RECITALS

1. Scottsdale Community Partners ("SCP") is an Arizona non-profit corporation, originally incorporated in 1975 as Concerned Citizens for Community Health, which has the mission of developing services for unmet needs in the City of Scottsdale, including stimulating public awareness and promoting the establishment and expansion of health and welfare services in the community.

2. SCP engages in fund raising efforts that assist in providing basic emergency needs, including rent and utility assistance, job preparation, social services, prescriptions, transportation, recreation and education to hundreds of families in need, as well as actively supporting youth programs and recreational programming.

3. The Community Services Department of the City of Scottsdale, through its Recreation and Human Services programs and facilities, including but not limited to Vista del Camino and the Paiute Neighborhood Center, and the Via Linda and Granite Reef Senior Centers, has direct access to those families and individuals in need of the services and assistance that SCP was formed and exists to provide.

4. SCP and the City have collaborated and worked together over the years to provide these services and assistance to those in need in the community.

5. The Parties agree that working together and collaborating in various community programs, projects and efforts has and does serve important community needs, which the Parties wish to continue, and they believe it is important to clarify their respective roles in these regards, as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

TERMS

1.0. Recitals. The foregoing recitals are incorporated into this Agreement and made a part of it by this reference.

2.0. Purpose. The City of Scottsdale and the Scottsdale Community Partners agree to work together, cooperatively and collaboratively, as set forth in this Agreement, to serve the unmet health and welfare needs of the residents of the City of Scottsdale.

3.0. Services, Programs and Activities. The Parties agree to work together, cooperatively and collaboratively in the following programs, projects and activities (collectively "Projects"):

- a) Scottsdale Career Services Program, including, but not limited to special events, grant preparation, case management, resume workshops, career counseling and coordination with other services.
- b) Emergency services, providing financial assistance for rent, mortgage payments, utilities, medical and prescription needs, food, clothing and miscellaneous assistance, in crisis situations.
- c) Special events and seasonal programs directed at special needs for families, youth and seniors, including but not limited to the Back-to- School Clothing Program, Adopt-a-Family Programs, Beat-the-Heat Program and Adopt-a-Senior Program.
- d) Senior services, including, but not limited to the following areas: food, medical, household clean-up and repair; financial assistance, including moving expenses; intergenerational programs, tutoring, recreational, Adopt-a-Senior, and social and special events.
- e) Youth services, including, but not limited to sponsoring and supporting afterschool programs and other educational programs involving youth in the community.
- f) Assume and perform such additional responsibilities, for such time as they are needed, in respect to specific programs, projects and activities in existence at the effective date of this Agreement as set forth in Exhibits A through G to this Agreement, which are attached and incorporated by this reference: Vista Del Camino Food Bank (Ex. A), Scottsdale Career Services (Ex. B), Vista Emergency Services Program (Ex. C), Human Services Special Events (Ex. D), Senior Services (Ex. E); Youth Services (Ex. F); and Homeless Navigation Programs and Services (Ex. G). Such programs, projects and activities may be terminated or revised, and new programs, project and activities created, by written agreement of the Parties.

4.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, unless otherwise expressly provided herein, the City will do the following in respect to Projects:

- a) Provide public facilities, including, but not limited to Vista del Camino, Paiute Neighborhood Center, Via Linda Senior Center and Granite Reef Senior Center (collectively "City Facilities"), from which the Projects can be undertaken and services delivered.
- b) Provide City staff, as available, to assist SCP in furtherance of Projects to include client assessment, determining eligibility for services, recommending services and financial aid to be provided, developing grant applications, assisting in grant preparation, communicating with donors and volunteers, developing program goals and conducting meetings, as needed.

- c) Provide expertise and assistance, as available, to ensure Projects in or on, or conducted from City Facilities run smoothly.
- d) Receive and document donations in the form of cash or checks and document the receipt and distribution of personal property and in-kind contributions, in furtherance of the Projects, in accordance with written procedures approved by SCP.
- e) Allow SCP to utilize existing telephone services, office equipment, computers and basic office supplies at the City Facilities named in recital No. 4(a), above, as needed.
- f) Collaborate on all marketing materials for Projects, review and approve all marketing materials and press releases by SCP before printing and distribution to the public; provided, however, that the City will obtain SCP's prior written consent before using SCP's logo and/or mentioning SCP in any such press releases and/or marketing materials.
- g) Assign a non-voting staff member from the City Community Services Department to attend public meetings of the SCP Board of Directors who may report on Community Services Department, its activities, and needs at such meetings, with the understanding such staff member is not a member of the SCP Board of Directors and will not attend meetings held in executive session.
- h) Publicly acknowledge SCP for its contributions in the manner determined by the City, which may be subject to Scottsdale City Council approval.
- i) Provide SCP with as much advance written notice as is reasonably possible under the circumstances regarding any changes in the Programs, including, without limitation, any changes in the required funding for and/or expenditures to be incurred in administering the Programs.
- j) Facilitate attendance by an SCP representative at meetings held by the City the agenda for which, and/or actions to taken at, include any changes in the Programs, including, without limitation, any changes in the required funding for and/or expenditures to be incurred in administering the Programs.

5.0. SCP Responsibilities.

For the term of this Agreement and any extension(s) of it, unless otherwise expressly provided herein, SCP will to the best of its ability and subject to having the necessary resources:

- a) Provide funding for the Projects, subject to the condition precedent that such funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- b) Engage actively in developing funding for the Projects, including but not limited to

applying for grants available for funding and soliciting funds from individuals, business entities, faith institutions and other private sources.

- c) Work together with the City, as necessary, to develop written procedures relating to cash/check handling, and the documentation for the receipt and distribution of personal property and in-kind contributions, in furtherance of the Projects.
- d) Budget and account for monies received and expended in support of the Projects, on a fiscal year basis, audited annually by a licensed certified public accountant, or certified public accounting firm. "Fiscal year", as used here, means the period from July 1 through June 30 of every year this Agreement is in effect.
- e) Provide in written form, or present at the Scottsdale Community Partners Board of Directors meetings where city staff is present, as applicable, a monthly financial report that includes an accounting of donations and such other financial information as the parties agree from time to time.
- f) Provide the City Contract Administrator (see subsection 12.8, below) with a copy of each annual audit within two (2) weeks after being accepted by the SCP Board of Directors.
- g) Include a non-voting staff member from the City Community Services Department at its regular Board of Directors public meetings and provide room on the agenda for a Community Services Department report, with the understanding such staff member is not a member of the SCP Board of Directors and will not attend meetings held in executive session.
- h) Collaborate with the City on all marketing materials for joint programs and provide to the City Contract Administrator for prior approval any proposed press releases or other marketing materials regarding activities related to this Agreement, to ensure a consistent and accurate message; provided, however, that the City will obtain SCP's prior written consent before using SCP's logo and/or mentioning SCP in any such press releases and/or marketing materials.
- i) On an annual basis as requested by the City, present the goals and achievements of SCP at a City of Scottsdale Human Services Commission meeting.
- j) Organize, present and sponsor programs and events consistent with the needs of the Community Services Department, which shall be reviewed and approved by the City on a regular basis. Such programs shall include, unless terminated by agreement of the Parties, Back to School, Adopt-A-Family and Adopt-A-Senior.

6.0. Consideration; fees and costs.

The Parties regard the services, promises and obligations contained in this Agreement as having a public purpose, constituting fair consideration.

7.0. Consultation and Coordination.

7.1. The Parties will meet regularly, not less than quarterly, to discuss the administration of Projects, to coordinate as may be necessary and discuss any matters of mutual concern and to otherwise work together to administer and give effect to the Parties' intentions in entering into this Agreement. These meetings will be attended by the City Contract Administrator (see subsection 12.8, below), or designee, and the SCP Agent (see subsection 12.7, below), or designee, and such other staff members of the Parties, or others, as may be necessary and appropriate to accomplish the purposes of this subsection.

7.2. Either Party, at any time, may request that additional specific terms or conditions, including those relating to insurance and indemnification, be made applicable to a specific Project or Projects to protect their specific interests, or those of the public. Such additional specific terms are subject to the mutual agreement of the Parties and, upon agreement, shall be set forth in a written document, signed by both the City Contract Administrator and the SCP Agent.

7.3. The Parties may amend this Agreement when it is determined to be in their mutual best interests to do so. All amendments must be in writing and signed by the City Contract Administrator and an officer authorized by SCP.

8.0. Term.

The term of this Agreement shall be for a period of five (5) years, commencing on November 16, 2023, and ending on November 15, 2028, unless sooner terminated as provided by the terms of this Agreement. The Agreement may be extended for two (2) additional five (5) year periods, upon the mutual agreement of the Parties. Any such extension(s) shall be in writing, approved by the SCP Board of Directors, and signed by an authorized officer of SCP and the City Contract Administrator (see subsection 12.8 below).

9.0. Indemnification and Insurance.

9.1. Indemnification. To the fullest extent permitted by law, SCP shall defend, indemnify and hold harmless the 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 acts, errors, mistakes or omissions or negligent, reckless, or intentional actions caused in whole or in part by SCP in performing work or its obligations under this Agreement. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City and/or its agents, representatives, officers, directors, officials and employees.

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

9.2. Required insurance coverage. SCP agrees to provide evidence of required insurance in accordance with Exhibit "H" to this Agreement, prior to providing services pursuant to this Agreement.

10.0. Termination Cancellation.

10.1 Termination for cause or convenience. Either Party shall have the right to terminate this Agreement with or without cause, for the following fiscal year, by giving the Party not less than six (6) months written notice prior to the commencement of the fiscal year when the termination is effective. Notice of intent to terminate shall be in writing and given as provided in section 11.0, below. "Fiscal year" as used herein, means the period from July 1 through June 30 of every year this Agreement is in effect.

10.2 Termination for health or safety. The City reserves the right to terminate this Agreement immediately, or to terminate, or disallow any activity undertaken pursuant to the Agreement, if the City, in its sole discretion, determines that such activity, or the continuance of this Agreement, is detrimental to the health, safety, or welfare of the City, its citizens or others.

10.3. Availability of funds. This Section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. To the extent this Agreement requires either of the Parties to provide any funds for the performance of its obligations, if any fiscal year funds are not appropriated for the performance of this Agreement, such Party may terminate this Agreement by giving written notice to the other Party. Each Party agrees to use its best efforts to give written notice of such termination to the other Party at least fourteen (14) days prior to the end of the then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by the terminating Party. Neither Party will be entitled to any compensation, damages, or other remedy from the terminating Party if this Agreement is terminated pursuant to the terms of this Section.

10.4. Conflict of interest. Pursuant to A.R.S. § 38-511, the City may terminate this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either Party is, at any time while this Agreement is in effect, an employee of the other Party in any capacity, or a consultant to the other Party with respect to the subject matter of this Agreement. The termination shall be effective when written notice is received by SCP, unless the notice specifies a later time.

11.0. Notices.

Notices, permissions or consents required or permitted to be given pursuant to this Agreement shall be given in writing and either personally served upon the other Party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City: City of Scottsdale
7447 E. Indian School Road, Suite 300
Scottsdale, Arizona 85251
ATTN: Community Services Assistant Executive Director

Copy to: City of Scottsdale
3939 Drinkwater Boulevard
Scottsdale, Arizona 85251
ATTN: City Attorney

If to SCP: Scottsdale Community Partners
7700 East Roosevelt
Scottsdale, Arizona 85257
ATTN: _____

Or to such other street address within Maricopa County, Arizona as may be designated by the respective parties, in writing, from time to time. In the event of service by mail, as indicated above, notice shall be deemed received as of the date shown on the postal receipt, or in the event that it is refused, undelivered or undeliverable, seven (7) days from the date of mailing.

12.0 Miscellaneous.

12.1 Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

12.2 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

12.3 Attorneys' 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 hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorney's fees and reasonable costs and expenses, determined by the Court, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

12.4 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.

12.5 Integration; Incorporation of Exhibits. This Agreement, together with the attached Exhibits A through H which are hereby incorporated into this Agreement by this reference and are subject to the terms and conditions set for in the body of this Agreement, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding this Agreement and/or the subject matter of this Agreement.

12.6 Further assurances. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as either Party may reasonably require to consummate, evidence, confirm or carry out the agreement contained herein.

12.7 SCP Agent. Within thirty (30) days from the commencement of this Agreement, SCP will designate an agent, who will be responsible for communicating and coordinating with the City's Contract Administrator designated in Section 12.8 on all matters relating to the Agreement.

12.8 Contract Administrator. The contract administrator ("Contract Administrator") for the City shall be the Community Services Assistant Executive Director or designee. The Contract Administrator shall be the City's liaison with SCP and shall timely and effectively communicate and cooperate with SCP for purposes of the performance of this Agreement including responding to requests by SCP for assistance, information and approvals from the City as well as addressing any deficiencies in such performance.

12.9 Arizona Legal Workers Act. Under the provisions of A.R.S. §41-4401, SCP warrants to the City that SCP and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that SCP 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 SCP or any of its subcontractors will be considered a material breach of this Agreement and may subject the SCP or its subcontractors to penalties up to and including termination of this Agreement. The SCP will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The SCP'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 SCP or any subcontractor who works on this Agreement to ensure that the SCP or any subcontractor is complying with the warranty given above.

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

12.10 Boycott of Israel. To the extent required by law, the SCP certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities as proscribed by A.R.S. § 35-393 *et seq.*

12.11 Uyghurs Prohibition. By executing this Agreement, SCP certifies that it is 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.

12.12 Governing law; venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

12.13 Compliance with law. Each Party shall perform its obligations under this Agreement in accordance with all federal, state, county, and local laws, ordinances, regulations, or other rules or policies as are now in effect or as may hereafter be adopted or amended.

12.14 Non-Assignability. This Agreement is not assignable by either Party.

12.15 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

12.16 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

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

ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

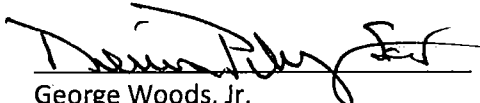
By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY


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

REVIEWED BY:


George Woods, Jr.
Safety & Risk Management Director


William B. Murphy
Assistant City Manager

SCOTTSDALE COMMUNITY PARTNERS, an
Arizona non-profit corporation

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
VISTA DEL CAMINO FOOD BANK

1.0 Description of the program. The Vista del Camino Food Bank provides food boxes to residents experiencing food insecurity, food bags for people experiencing homelessness, and Healthy Packs to school children with limited access to food on the weekends.

2.0 City responsibilities.
For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibilities as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to the Vista del Camino Food Bank:

- a) Abide by policies, procedures, record keeping requirements, and minimum standards imposed by St. Mary's Food Bank and Feeding America.
- b) Pass announced and unannounced inspections by St. Mary's Food Bank and Maricopa County Department of Public Health.
- c) Follow safe and proper food handling, storage, and distribution that complies with all local, state and federal regulations.
- d) Maintain client records, civil rights complaint logs, agency grievance logs, temperature logs, pest control records on file for at least 5 years.
- e) Provide the appropriate number of trained staff and volunteers to assist with food distribution and transporting donations.
- f) Maintain appropriate stock to meet food bank distribution needs.

3.0 SCP responsibilities.
For the term of this Agreement and any extension(s) of it, and in addition to SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect to the Vista del Camino Food Bank:

- a) Enter into annual agreement with St. Mary's Food Bank.
- b) Maintain the liability insurance for Vista Food Bank specified on Exhibit H.
- c) Pay applicable fees for products received from St. Mary's Food Bank.
- d) Purchase products used in Healthy Packs.
- e) Coordinate volunteers to assemble Healthy Packs.
- f) Meet quarterly with SCP board representative and city staff to review financials and program progress.

EXHIBIT B
SCOTTSDALE CAREER SERVICES

- 1.0. Description of program. Scottsdale Career Services assists under-skilled, unemployed and under-employed Scottsdale adults with job search, career development, financial and life skills to facilitate self-sufficiency.

Case management is the core service provided by the Scottsdale Career Services. The components of case management include assessment, development of an individual goal plan, resource identification and referral, assistance with personal problem-solving and life skills, career counseling, ongoing support and case monitoring. Scottsdale Career Services also provides job search assistance and resume workshops to Vista del Camino's One Stop Career Center, which provides services to over 3,000 walk-ins annually.

- 2.0. City responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibilities as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to Scottsdale Career Services:

- a) Manage Scottsdale Career Services at Vista del Camino.
- b) Maintain records documenting the assistance provided to job seekers, including but not limited to the number of bus passes and gas gift cards provided.

- 3.0. SCP responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect to Scottsdale Career Services:

- a) Assist with securing transportation by providing bus passes and gift cards for gasoline.
- b) Evaluate and potentially provide clothing, gear or other items necessary to eliminate barriers to employment.
- c) Provide written quarterly reports documenting the assistance provided to job seekers, including but not limited to the number of bus passes and gas gift cards provided.

EXHIBIT C
VISTA EMERGENCY SERVICES PROGRAM

1.0. Description of Program.

The Vista Emergency Services Program provides financial assistance for rent, mortgage payments, utilities, prescriptions, and transportation, as well as food, clothing and miscellaneous assistance, in crisis situations. Professional social workers provide client assessment, emergency financial assistance, financial advisement, and information and referral services. The social workers also recommend services and financial assistance to be provided to clients.

Considerable effort is made to provide comprehensive services by connecting clients with other needed services, such as counseling, healthcare and employment. Funds assist residents who are experiencing a financial crisis, most commonly involving health-related emergencies, unexpected expenses such as a car or home repair, or a reduction of work hours or unemployment. There are approximately 5,000 requests for emergency services annually.

2.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibilities as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to Vista Emergency Services Program:

- a) Manage the provision of emergency services at Vista del Camino.
- b) Provide adequate staffing and space to accommodate the demand for service.
- c) Assist in the preparation of grant applications, as necessary.
- d) Monitor all funding sources for appropriate expenditures.
- e) Provide, at a minimum, a quarterly report relating to emergency services provided to the SCP Board of Directors.

3.0 SCP Responsibilities.

For the terms of this Agreement and any extension(s) of it, and in addition to the SCP's responsibilities as set forth in section 5.0 of the agreement, unless otherwise expressly provided herein, SCP will do the following in respect to Vista Emergency Services Program:

- a) Submit annual grant applications for available funds for the Vista Emergency Services Program.
- b) Provide funding for emergency services, as recommended by Vista del Camino social workers, subject to the condition precedent that such funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- c) Manage checking accounts, authorize and write checks for emergency services.
- d) Meet quarterly with SCP board representative and city staff to review financials and program progress.

EXHIBIT D
HUMAN SERVICES SPECIAL EVENTS

1.0. Description of Programs.

Scottsdale Human Services produces a number of special events and seasonal programs directed at special needs (collectively "Special Events Programs"), including, but not limited to:

Back-to-School Clothing Program provides clothing, shoes, backpacks and school supplies to low-income Scottsdale youth annually.

The Adopt-a-Family Program provides Thanksgiving food and Christmas food and gifts to low-income families annually.

The Beat-the-Heat Program provides food, toiletries, gifts and resources to homebound senior citizens in July and August.

The Adopt-a-Senior Program provides food, toiletries, gifts and resources to homebound senior citizens in December.

2.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibilities as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to Special Events Programs:

- a) Manage the Special Events Programs.
- b) Publicize the Special Events Programs throughout the community.
- c) Provide adequate staffing, volunteers, and space to screen clients, distribute donations, and accommodate the Special Events Programs.
- d) Process and acknowledge all donations to the Special Events Programs appropriately.
- e) Provide a quarterly report relating to the Special Events Programs to the SCP Board of Directors.

3.0 SCP Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect Special Events Programs:

- a) Provide financial support for the Special Events Programs, including but not limited to food, school supplies, personal hygiene items and clothing, subject to the condition precedent that the requisite funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- b) Provide volunteer support to assist with the planning and execution of Special Events Programs.
- c) Meet quarterly with SCP board representative and city staff to review financials and program accomplishments.

EXHIBIT E
SENIOR SERVICES

1.0. Description of Program.

Senior Services at Granite Reef Senior Center and Via Linda Senior Center provide significant services to senior citizens in the City of Scottsdale ("Senior Services"), including, but not limited to:

- a) Emergency assistance for housing, utility assistance, medical needs, or moving expenses.
- b) Special needs and resource referrals for senior independent well-being.
- c) Intergenerational tutoring, reading, and pen pal programs.
- d) Brown Bag Food Program.

2.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibility as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to Senior Services at Granite Reef and Via Linda Senior Centers:

- a) Provide adequate staffing, volunteers and space for the delivery of Senior Services.
- b) Process and acknowledge all donations appropriately.
- c) Provide a quarterly report to the SCP Board of Directors.

3.0. SCP Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect to Senior Services at Granite Reef Senior Center and Via Linda Senior Center Senior Services:

- a) Provide financial support for Senior Services, as needed, subject to the condition precedent that the requisite funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- b) Meet quarterly with SCP board representative and city staff to review financials and program accomplishments.

EXHIBIT F YOUTH SERVICES

1.0. Description of Program.

Scottsdale Parks and Recreation administers after school educational, recreational, and cultural programs ("Youth Services").

2.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibility as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to Youth Services:

- a) Verify applicants' eligibility for scholarship for which they have applied.
- b) Report annually to SCP the number of scholarships awarded.

3.0. SCP Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect to Youth Services:

- a) Provide funding for various Youth Services, including but not limited to, providing qualified children with scholarships to attend Youth Services, subject to the condition precedent that such funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- b) Meet annually with SCP board representative and city staff to review financials and program progress.

EXHIBIT G
Homeless Navigation Programs and Services

1.0. Description of Program.

The Homeless Navigation Team partners with non-profit agencies to provide services to seniors, families and individuals experiencing eviction and possible homelessness in the City of Scottsdale, including, but not limited to:

- a) Day Relief Centers provide meals, hygiene products, showers, and a safe place to rest.
- b) Outreach and Navigation services provide case management, referrals to social determinants of health, and other services to assist clients to find permanent housing.
- c) Point In Time Count: A national annual street and shelter count to determine the number of people experiencing homelessness in Maricopa County. Essential items are provided during the count: care bags, hygiene items, and backpacks.
- d) Emergency Services: Bridge housing, temporary shelter and homeless prevention assistance.

2.0. City Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the City's responsibility as set forth in section 4.0 of the Agreement, unless otherwise expressly provided herein, the City will do the following in respect to The Human Services Homeless Navigation Team:

- a) Provide adequate staffing, volunteers, and space for the delivery of homeless outreach services.
- b) Process and acknowledge all donations appropriately.
- c) Provide a quarterly report to the SCP Board of Directors.

3.0. SCP Responsibilities.

For the term of this Agreement and any extension(s) of it, and in addition to the SCP's responsibilities as set forth in section 5.0 of the Agreement, unless otherwise expressly provided herein, SCP will do the following in respect to The Human Services Homeless Navigation Team:

- a) Provide financial support for homeless outreach services, as needed, subject to the condition precedent that the requisite funding be approved as part of SCP's annual budget for the applicable activity and expenditure.
- b) Meet quarterly with SCP board representative and city staff to review financials and program accomplishments.

**EXHIBIT H
INSURANCE**

1.0 Insurance representations and requirements.

1.1 General. SCP agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter 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.

1.2 No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The 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 Licensee 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.

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 is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

1.4 Claims made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or Services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

1.5 Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Licensee shall be solely responsible for any such deductible or self-insured retention amount. The City, at its option, may require Licensee to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

1.6 Use of subcontractors. If any work under this Agreement is subcontracted in any way, Licensee shall execute a written agreement with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and Licensee. Licensee is responsible for executing the agreements with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.

2.0 Evidence of insurance.

2.1 Prior to using the Facility, Licensee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Licensee'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 such coverage and provisions are

in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificates shall identify the title of this Agreement, the date of this Agreement and the Parties' names, and shall be sent to the designated City Contract Administrator. Certificates of Insurance submitted without referencing the title of this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is Licensee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

2.2 Certificates shall contain the specific provisions which follow:

- 2.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured under the following policies:
 - (a) Commercial General Liability.
 - (b) Auto Liability.
 - (c) Excess Liability - Follow Form to underlying insurance as required.
- 2.2.2 Licensee's insurance shall be primary insurance as respects performance of subject Agreement.
- 2.2.3 All policies, except Professional Liability insurance, if applicable, shall 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 Licensee under this Agreement.
- 2.2.4 If Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

3.0 Required coverage.

3.1 Commercial general liability. Licensee 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, advertising injury, bodily injury, property damage, and contractual liability. For any Services that involve children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3.2 Automobile liability. If vehicles are used by Licensee to perform the Services, Licensee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Licensee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. If vehicles are not used by Licensee to perform the Services, this requirement for Automobile Liability may be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3.3 Workers' compensation insurance. If Licensee has employees, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee'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.

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